



REQUEST FOR STANDING OFFER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Western Service Centre
 300 - 2010 12th Avenue
 Regina, Saskatchewan
 S4P 0M3

TENDER TO:

Agriculture and Agri-Food Canada
 We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price(s) set out therefor.

Comments

Title Lacombe Research and Development Centre - Excavating and Earthmoving Services		
Solicitation No. 465-1-31-C17	Date 2018-06-05	
Client Reference No.		
File No. 465-1-31-C17		
Solicitation Closes: Tuesday, June 26, 2018, at 02:00 PM, Local Standard Time.		
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Colby Collinge		
Title: Materiel Manager		
Email: colby.collinge@agr.gc.ca		
Telephone Number	Ext.	Fax Number
306 523-6546		306 780-5018
Destination Lacombe Research and Development Centre 6000 C and E Trail Lacombe, Alberta T4L 1W1		

Instructions: See Herein

Delivery Required	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature	Date	

ISSUING OFFICE

Agriculture and Agri-Food Canada
 Western Service Centre
 300 - 2010 12th Avenue
 Regina, Saskatchewan
 S4P 0M3

REQUEST FOR STANDING OFFER

Departmental Individual Standing Offer (DISO)

Lacombe Research and Development Centre

Excavating and Earthmoving Services

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SI01 INTRODUCTION

- 1) Agriculture and Agri-Food Canada (AAFC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
- 2) The initial Term of the Standing Offer will be for a one year period

Option to Extend Standing Offer

The Offeror grants to Canada the irrevocable option to extend the period of the Standing Offer by two additional one (1) year periods under the same terms and conditions.

The Offeror agrees that during the extended period of the Standing Offer, the rates and prices will be in accordance with the provisions of the Standing Offer.

Canada is not obliged to exercise any option period(s).

Canada may exercise this option by sending a written amendment to the Offeror at least 30 calendar days prior to the Standing Offer Expiry date.

- 3) The total value of the Standing Offer is estimated to be \$206,250 (GST or HST excluded). Individual call-ups will vary, up to a maximum of \$25,000.000 (GST or HST excluded). Offerors should know that there is no guarantee that the full or any amount of the Standing Offer will be called-up. AAFC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURES.

SI02 OFFER DOCUMENTS

- 1) The following are the Offer documents:
 - (a) Request for Standing Offer Page 1;
 - (b) Special Instructions to Offerors;
 - (c) General Instructions to Offerors;
 - (d) Clauses and Conditions identified in "Contract Documents";
 - (e) Drawings and Specifications;
 - (f) Price Proposal Form and related Appendixes; and,

- (g) Any amendment issued prior to solicitation closing.

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Authority shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Authority named on the RFSO. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of an Offer.

SI04 SITE VISIT

- 1) There is no site visit scheduled for this requirement.

SI05 REVISION OF OFFER

- 1) An Offer may be revised by letter or facsimile in accordance with GI08 of the General Instructions to Offerors. The facsimile number for receipt of revisions is 306-780-5018.

SI06 OFFER VALIDITY PERIOD

- 1) The Offer cannot be withdrawn for the period of sixty (60) days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 2) of SI06 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation the offers and its approvals processes.
- 4) If the extension referred to in paragraph 2) of SI06 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either:
 - (a) continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the Request for Standing Offer

- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI08 of the General Instructions to Offerors.

SI07 PERSONNEL SECURITY REQUIREMENTS

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent Standing Offer, must meet the following security requirements:
 - Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC.

GENERAL INSTRUCTIONS TO OFFERORS

- GI01 Completion of Offer**
- GI02 Identity or Legal Capacity of the Offeror**
- GI03 Applicable Taxes**
- GI04 Capital Development and Redevelopment Charges**
- GI05 Listing of Subcontractors and Suppliers**
- GI06 Submission of Offer**
- GI07 Revision of Offer**
- GI08 Rejection of Offer**
- GI09 Offer Costs**
- GI10 Compliance with Applicable Laws**
- GI11 Approval of Alternative Materials**
- GI12 Conflict of Interest – Unfair Advantage**
- GI13 Integrity Provisions – Offer**

GI01) COMPLETION OF OFFER

- 1) The Offer shall be:
 - (a) submitted on the PRICE PROPOSAL FORM, Appendix 4
 - (b) based on the Offer Documents listed in the Special Instructions to Offerors;
 - (c) correctly completed in all respects;
 - (d) signed, with an original signature, by a duly authorized representative of the Offeror; and
 - (e) accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- 2) Subject to paragraph 6) of GI08, any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the Offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of Offers are not acceptable.

GI02) IDENTITY OF LEGAL CAPACITY OF OFFEROR

- 1) In order to confirm the authority of the person or persons signing the Offer or to establish the legal capacity under which the Offeror proposes to enter into Standing Offer, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of:
 - (a) such signing authority; and
 - (b) the legal capacity under which it carries on business;

prior to Standing Offer award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI03) APPLICABLE TAXES

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

GI04) CAPTIAL DEVELOPMENT AND REDEVELOPMENT

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Standing Offer, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the Offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI05) LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI06) SUBMISSION OF OFFER

- 1) The Price Proposal Form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Request for Standing Offer for the receipt of offers. The Offer must be received on or before the date and time set for solicitation closing.
- 1) The Proposal, duly completed, shall be enclosed in separate sealed envelopes and shall be addressed and submitted to the office designated on the Request for Standing Offer for the receipt of offers. The Offer must be received on or before the date and time set for solicitation closing.

Each envelope must include the following:

- a) Appendix 1 – Integrity Provisions
 - b) Appendix 4 – Price Proposal and Request for Standing Offer Form
 - b) Appendix 5 – List of Subcontractors
- 2) Unless otherwise specified in the Special Instructions to Offerors
 - (a) the offer shall be in Canadian currency;
 - (b) exchange rate fluctuation protection is not offered; and

- (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the Offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - (a) Solicitation Number;
 - (b) Name of Offeror;
 - (c) Return address; and
 - (d) Closing Date and Time.
- 3) Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI07) REVISION OF OFFER

- 1) An Offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the Request for Standing Offer. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror;
- 2) A revision to an offer that includes unit prices must clearly identify the changes(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the noncompliant revision(s) only. The Offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI08) REJECTION OF OFFER

- 1) Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
- 2) Without limiting the generality of paragraph 1) of GI08, Canada may reject an offer if any of the following circumstances is present:
 - (a) the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - (b) the privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (c) the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to

- the Offeror, any of its employees or any subcontractor included as part of its offer;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - (f) with respect to current or prior transactions with Canada
 - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - (ii) Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
- 3) In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI08, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;
 - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI08, Canada may reject any Offer based on an unfavourable assessment of the:
- (a) adequacy of the Offer price to permit the work to be carried out and, in the case of an Offer providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - (b) Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Standing Offer; and
 - (c) Offeror's performance on other contracts.
- 5) Where Canada intends to reject an Offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI08, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the Offer rejection.
- 6) Canada may waive informalities and minor irregularities in Offers received if Canada determines that the variation of the Offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI09) OFFER COSTS

- 1) No payment will be made for costs incurred in the preparation and submission of an Offer in response to the Offer solicitation. Costs associated with preparing and

submitting an Offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI10) COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the Offer and entry into any ensuing Standing Offer for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI10, an Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI10 shall result in disqualification of the Offer.

GI11) APPROVAL OF ALTERNATIVE MATERIELS

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Authority at least 10 calendar days prior to the solicitation closing date.

GI12) CONFLICT OF INTEREST – UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by an Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing.

By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI13) INTEGRITY PROVISIONS - OFFER

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2) Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3) In addition to all other information required in the procurement process, the Supplier must provide the following:
 - (a) by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement"; and
 - (b) with its Offer / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration Form for Procurement.
- 4) Subject to subsection 5, by submitting an Offer / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - (a) it has read and understands the *Ineligibility and Suspension Policy*;
 - (b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - (c) it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - (d) it has provided with its Offer / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - (e) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of

- ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- (f) it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its Offer/ quote / proposal a completed Integrity Declaration Form, which can be found at Declaration Form for Procurement.
- 6) Canada will declare non-responsive any Offer / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Standing Offer that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Standing Offer for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a Standing Offer for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration Form for Procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

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 Offer including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.
- c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

1.1 Technical Evaluation

Mandatory Technical Criteria

a) MANDATORY REQUIREMENTS - at closing

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the Price Proposal Form.

b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

- i) Integrity Provisions – List of Names
- ii) Insurance
- iii) Security Requirement

1.2 Financial Evaluation

- i) Price Proposal Form - A rate must be entered for each item.
- ii) Offers will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one (1) Standing Offer will be issued to the lowest compliant offeror.

2) Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria and Price

An offer must comply with the requirements of the Request for Standing Offer 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 Offer.

STANDING OFFER AND CALL-UP PROCEDURES

SOP01	General
SOP02	Period of Standing Offer
SOP03	Call-up Limitation
SOP04	Call-up Procedure
SOP05	Standing Offer Authorities

SOP01 GENERAL

- 1) The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
- 2) The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer, if, and when, the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
- 3) The Offeror understands and agrees that:
 - (a) a Call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - (b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - (c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - (d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - (e) the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing Call-ups against the Standing Offer shall be for one year commencing from the start date identified on the Standing Offer with an irrevocable option to extend the period of the Standing Offer by two additional one (1) year periods under the same terms and conditions.

SOP03 CALL-UP LIMITATION

Each Call-up against the Standing Offer will have a maximum limitation of expenditure of \$25,000.00 (Applicable Taxes excluded).

SOP04 CALL-UP PROCEDURE

- 1) Services will be called-up as follows:
For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Technical Authority in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools,

administration fees and supervision including building permits as per local regulations.

- 2) The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using Call-up against Standing Offer form.
- 3) Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER AUTHORITIES

Standing Offer Contracting Authority is:

Colby Collinge
Materiel Manager
Agriculture and Agri-Food Canada
Western Service Centre, 300 – 2010 12th Avenue, Regina, Sask. S4P 0M3
Telephone : 306-523-6546
e-mail : Colby.collinge@agr.gc.ca

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

Standing Offer Technical Authority is : **(to be completed by AAFC upon award)**

The Technical Authority, or authorized representative, is responsible for:

- All matters concerning the technical content of the Work under the Standing Offer;
- Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Contracting Authority;
- Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
- Review and approve all invoices submitted.

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

The selected contractor for the standing offer is : **(to be completed by AAFC upon award)**

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

APPENDIX 1 – INTEGRITY PROVISIONS

LIST OF NAMES :

Bidders who are a 'sole proprietorship' must provide the name of the owner(s).

Bidders who are 'incorporated' must provide :

- a) a complete list of all owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a 'joint venture' must provide a complete list of Company names under the Joint venture with :

- a) a complete list of all owners for each company OR
- b) a complete list all individuals who are on the current Board of Directors for each company

Bidders who are a 'society' or 'partnerships' do not need to provide names.

APPENDIX 2 – STATEMENT OF WORK

attached

APPENDIX 3 – MANDATORY AND RATED REQUIREMENTS

There are no additional Mandatory Requirements

APPENDIX 4 – PRICE PROPOSAL FORM

		Initial Year		
Item	Description	Unit Price	Estimated quantity	Extended Price
1. Labour:				
Labour Direct or Productive used exclusively in work at AAFC as follows:				
a)	During Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 400 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 100 hrs	\$_____
2. Machine & Operator:				
Hourly Rate - Direct or Productive used exclusively in work at AAFC as follows:				
a)	During Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____
3. Machine Mobilization / De-mobilization (Includes all delivery / removal costs to / from AAFC Lacombe Research Centre)				
	i. Tandem Axle Dump Truck	\$_____ Trip	X 8 Trips	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Trip	X 4 Trips	\$_____
	iii. Hydraulic Excavator	\$_____ Trip	X 8 Trips	\$_____
	iv. Loader Backhoe	\$_____ Trip	X 8 Trips	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Trip	X 2 Trips	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Trip	X 2 Trips	\$_____
	vii. Skid steer	\$_____ Trip	X 8 Trips	\$_____
4. Materials:				
Contractor's Mark Up on Allowance for unspecified material, gravel, fill, topsoil, replacement parts, required permits and certificates.				
		_____ % Markup	X \$20,000	\$_____
Sub Total A: Estimated Total Amount GST Extra				\$_____

Option Period #1

Item	Description	Unit Price	Estimated quantity	Extended Price
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1. Labour:

Labour Direct or Productive used exclusively in work at AAFC as follows:

a)	During Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 400 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 100 hrs	\$_____

2. Machine & Operator:

Hourly Rate - Direct or Productive used exclusively in work at AAFC as follows:

a)	During Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____

3. Machine Mobilization / De-mobilization (Includes all delivery / removal costs to / from AAFC Lacombe Research Centre)

	i. Tandem Axle Dump Truck	\$_____ Trip	X 8 Trips	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Trip	X 4 Trips	\$_____
	iii. Hydraulic Excavator	\$_____ Trip	X 8 Trips	\$_____
	iv. Loader Backhoe	\$_____ Trip	X 8 Trips	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Trip	X 2 Trips	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Trip	X 2 Trips	\$_____
	vii. Skid steer	\$_____ Trip	X 8 Trips	\$_____

4. Materials:

Contractor's Mark Up on Allowance for unspecified material, gravel, fill, topsoil, replacement parts, required permits and certificates. _____ % Markup X \$20,000 \$_____

Sub Total B: Estimated Total Amount GST Extra \$_____

Option Period #2

Item	Description	Unit Price	Estimated quantity	Extended Price
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1. Labour:

Labour Direct or Productive used exclusively in work at AAFC as follows:

a)	During Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 400 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i) General Labourers	\$_____ Hour	X 100 hrs	\$_____

2. Machine & Operator:

Hourly Rate - Direct or Productive used exclusively in work at AAFC as follows:

a)	During Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____
b)	Outside Regular Working Hrs (Monday through Friday)			
	i. Tandem Axle Dump Truck	\$_____ Hour	X 400 hrs	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Hour	X 100 hrs	\$_____
	iii. Hydraulic Excavator	\$_____ Hour	X 400 hrs	\$_____
	iv. Loader Backhoe	\$_____ Hour	X 1500 hrs	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Hour	X 200 hrs	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Hour	X 200 hrs	\$_____
	vii. Skid steer	\$_____ Hour	X 200 hrs	\$_____

3. Machine Mobilization / De-mobilization (Includes all delivery / removal costs to / from AAFC Lacombe Research Centre)

	i. Tandem Axle Dump Truck	\$_____ Trip	X 8 Trips	\$_____
	ii. Tandem Axle Dump Truck c/w Tandem Axle Pup	\$_____ Trip	X 4 Trips	\$_____
	iii. Hydraulic Excavator	\$_____ Trip	X 8 Trips	\$_____
	iv. Loader Backhoe	\$_____ Trip	X 8 Trips	\$_____
	v. Crawler Tractor c/w Dozer	\$_____ Trip	X 2 Trips	\$_____
	vi. Single Drum Padfoot Compactor	\$_____ Trip	X 2 Trips	\$_____
	vii. Skid steer	\$_____ Trip	X 8 Trips	\$_____

4. Materials:

Contractor's Mark Up on Allowance for unspecified material, gravel, fill, topsoil, replacement parts, required permits and certificates. _____ % Markup X \$20,000 \$_____

Sub Total C: Estimated Total Amount GST Extra \$_____

Total Evaluated Price = Sub Total A + Sub Total B + Sub Total C = \$_____

These items will be used for cost evaluation only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in Calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price Per Unit, in the addition of the Estimated Amounts, and the Total Estimated Price Amount will be corrected in order to obtain the Total Estimated Price.

Costs will be evaluated on the Total Evaluated Estimated Price. It is anticipated that only one Standing Offer will be issued to the lowest compliant offeror.

Signature: _____ Date: _____

Name and Title: _____
(print)

APPENDIX 5 – LIST OF SUBCONTRACTORS

If there is to be no subcontracting, Offerors must confirm it on this form and sign.

The Offeror shall provide a list of potential subcontractors that may be used in the performance of the work. The Offeror shall not subcontract with any other individual or organization or for any other work, without the consent of Agriculture and Agri-Food Canada

Name of Company	Services to be subcontracted	Number of years that you are associated with that subcontractor	Years of experience of subcontractor in the field

Name

Position

Signature

Date

**Statement of Work
Lacombe Research and Development Centre
Excavating and Earthmoving Services**

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1 WORK DESCRIPTION

1.1 TERMS OF REFERENCE

1.1.1 PURPOSE

.1 The purpose of the Excavating and Earthmoving Services Contractor Standing Offer is to undertake general excavation work including supply and installation for utility piping/conduits and associated accessories as and when required, at the Lacombe Research and Development Centre, Lacombe, Alta.

.2 The Statement of Work (SOW) has been developed to ensure that the Contractor has a clear understanding of the Standing Offer Agreement (SOA) Work scope, procedures and services required to, upon SOA Call-up, deliver the complete goods and services, within the agreed to, price and schedule.

1.1.2 THE AAFC GENERAL CONDITIONS (GC)

.1 The Statement of Work (SOW) document must be used in conjunction with the General Conditions (GC) document, as the two documents are complementary.

.2 The SOW describes Work-specific requirements, services and deliverables while the GC document outlines the term and conditions of the contract, common to all projects.

.3 In the case of a conflict between the two documents, the requirements of the GC override the SOW Document.

1.2 GENERAL INFORMATION

1.2.1 PROJECT INFORMATION

Project Information	
Project Title	Excavating and Earth Moving Contractor Services
Project Location	AAFC – Lacombe Research and Development Centre
Solicitation Number	465-1-31-C17
AAFC Project Number	465-1-31-C17
AAFC Contracting Officer	Colby Collinge, Materiel Manager

1.3 BACKGROUND INFORMATION EXISTING CONDITIONS

.1 The Lacombe Research and Development Centre (the Centre) is a scientific research centre owned operated by the Government of Canada as represented by Agriculture and Agri-Food Canada (AAFC)

.2 The Centre was established in 1907 in Lacombe, Alberta. It is located on 808 hectares of federally-owned land and contains a 400-head beef herd and research feedlot.

.3 The Centre has a recurring need for excavation and earth moving services. The works range from minor, maintenance needs (such as feedlot cleanout) to urgent issues.

.4 AAFC needs to be able to respond to the excavating and earth moving needs such as construction and maintenance issues, in a timely fashion.

1.3.2 CONSTRAINTS AND CHALLENGES

.1 The Contractor must be eligible to work in the Province of Alberta and must provide a Workers Compensation Board letter of good standing.

.2 The Contractor will be required to become familiar with the Work site and obtain local information as required.

.3 All Work must comply with AAFC Technical Criteria and related Standards. Reference to this document will be made available through the Departmental Representative

.4 Construction on the Work site will be performed during the full operation of the facilities. Work phasing must be planned to ensure that disruption to the daily operation of the facilities is kept to a minimum.

.5 Environmental conditions must be kept under control during all phases of the Work. When relevant to the work all known environmental constraints will be made available to the Contractor outlining existing conditions

.6 The intent is for the Work to meet current Codes, Standards and Guidelines.

.7 The Contractor is to cooperate and coordinate with any other contractor on site.

1.4 PROJECT DELIVERY APPROACH

.1 Services will be called-up as follows:

.1 The Departmental Representative will establish the scope of services to be performed and will contact the Contractor.

.2 The Contractor will be provided the scope of services, will be asked to visit the site and then will submit a cost estimate and work plan to the Departmental Representative in accordance with the fixed hourly rates established under this Standing Offer. The work plan shall outline the category of equipment, personnel and the number of hours estimated/required to undertake the work.

.3 For services from a sub-contractor the Contractor shall include the name of the company as well as the number of hours estimated/required by the sub-contractor to perform these services.

.4 The Departmental Representative and the Contractor will mutually agree if the work is to be carried out based upon a;

.1 Time and material bases with an upset figure, or

.2 Fixed price quotation determined from the clearly outlined scope of Work.

.5 The Contractor will be authorized in writing by the Departmental Representative to proceed with the services by issuance of a Call-up against the Standing Offer.

.6 Any proposed changes to the scope of work are to be discussed with the Departmental Representative and no work on proposed changes shall be undertaken until authorized by an official amendment

1.4.1 CONSTRUCTION PHASE

.1 Plans and Specifications, provided at the time of the SOA Call-up, will be the standard source of contract information outlining more complex Work.

.2 In the case of less complex Work the SOA Call-up scope may be described by sketch and/or narration.

.3 The Contractor shall ensure full co-ordination of the work of any and all Sub-Contractors.

.4 Records must be kept during the course of the work so that As-built drawings can be prepared. This includes but is not limited to marking on drawings excavation depths and dimensions, recording the type and quantity of materials used during placement and elevations of finished surfaces. All information is to be given to the Departmental Representative upon completion of the work and the contractor shall clarify any information as needed to prepare As-built drawings

1.4.2 SPECIAL CONDITIONS

.1 As stated in the Call Up:

.1 Work may be carried out during normal working hours

.2 Work may be carried out after normal working hours, or on weekends.

.2 In the absence of a statement regarding hours of work or occupancy, it is assumed that the Work will be carried out during normal working hours.

.3 The Contractor will be required to assist the Departmental Representative in identifying and obtaining relevant permits to complete the work from all Authorities Having Jurisdiction.

.4 The Contractor will be responsible for locating all utilities prior to undertaking any excavation activities.

1.5 SUMMARY OF SERVICES

1.5.1 CONTEXT

.1 The Contractor will be assigned the duties and responsibility of Prime contractor when the contractor is the sole contractor on the call up work site.

.2 The Contractor may be assigned the duties and responsibility of Prime Contractor when two or more contractors occupy the same space and time. When the Contractor is acting in the capacity of the Prime Contractor, both construction and construction supervision for services are included within the assigned Work.

.3 The Contractor may be required to provide a construction team as outlined in Section 3 Required Services and supplemented by the SOA Call-up documents.

.4 If services for sub-contractors are required, they are to be identified during the call-up process and negotiated with the Departmental Representative. Any agreed-to sub-contractors will be under the supervision of the Contractor

.5 The work force may be augmented by general labourers.

1.6 EXISTING DOCUMENTATION

1.6.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL CONTRACTOR

.1 Copies of all Work specific documentation will be made available to the Contractor at the time of the SOA Call-up.

.2 Limited as-built drawings and Operation & Maintenance Manuals are available on the Work site. If referenced, the Contractor will be responsible for verifying the accuracy of the information contained.

1.6.2 DISCLAIMER

- .1 Reference information will be available in the language in which it is written.
- .2 The documentation may be unreliable and is offered, "As is" for the information of the Contractor.

1.7 CODES, ACTS, STANDARDS, REGULATIONS

1.7.1 GENERAL

- 1 The Work shall, unless otherwise specified, be constructed in a manner which:
 - .1 Is compliant with all applicable federal, provincial, municipal, and regional laws, acts, regulations, and Codes
 - .2 Minimizes disruption and interference with occupants, including the prevention of transmission of noise, when demolition or construction work occurs in the building or on the property
- .2 Adherence to all applicable codes and standards and without limiting the generality of the foregoing shall include the most current edition of the following:
 - .1 Canada Occupational Health and Safety Regulations,
 - .2 Canada Labour Code (including latest revisions of all regulations)
 - .3 Canadian Environmental Assessment Act
 - .4 American Society for Testing and Materials (ASTM),
 - .5 Local and/or municipal codes and bylaws.
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.
- .4 Work will be measured in the International System of Units (SI) in accordance with CAN/CSA-Z234.1 – 89 Canadian Metric Practice Guide. When used in call-up documentation the following abbreviations and symbols have the meaning assigned to them.

Abbreviation/Symbol	Meaning
µm	micrometre or micron
mm	millimetre
m	metre
mm ² or mm2	square millimetre
m ² or m2	square metre
ha	hectare
kPa	kilopascal
MPa	megapascal

m ³ or m3	cubic metre
l (or where clarity is needed L)	litre
L.S.	lump sum
g	gram
kg	kilogram
N	newton
kN	kilonewton
t	tonne
no.	number (quantity)
min	minute (time)
h	hour
d	day
wk	week
%	percent
>	greater than
≥	greater than or equal to
<	less than
≤	less than or equal to
\$	Canadian dollars
°	degree (angle)
°C	degree Celsius

1.8 METHOD OF MEASUREMENT

.1 Unless otherwise indicated in the Contract Documents:

- .1 Earthwork materials will be measured net in place after compaction, with no allowance for bulking, shrinkage, compression, foundation settlement, or waste;
- .2 Products will be measured net, with no allowance for waste;
- .3 Dimensions used in calculating quantities will be rounded to the nearest unit of dimension as follows:

<u>Quantity</u>	<u>Dimension</u>
Volume	centimetre
Length	centimetre
Area	decimetre

- .4 Contours may be based on aerial photograph interpretation and are approximate only. Actual ground elevations and location co-ordinates will be determined in the field during the course of the Work for measurement purposes
- .5 The method of measurement for payment (i.e. survey or truck box or box tape measurements) will be identified and determined during each call-up

2 PROJECT ADMINISTRATION

2.1 GENERAL REQUIREMENTS

.1 The Contractor shall comply with the Work specific requirements as identified in the SOA Call-up.

DEPARTMENTAL REPRESENTATIVE

.1 A Departmental Representative will be identified at time of each individual Call-Up.

.2 The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

2.2 COMMUNICATIONS AND MEETINGS

2.2.1 COMMUNICATION

.1 Official communication shall be between the contractor and the Departmental Representative. All decisions lie with the Departmental Representative.

.2 If through the course of any call-up any any change to the scope of Work, quality, cost or schedule is identified, the Contractor shall inform the Departmental Representative, and seek written direction, before taking any action. No change is to be actioned without written direction from the Departmental Representative.

.3 Correspondence

.1 All correspondence from the Contractor shall be distributed as directed by the issuing Departmental Representative.

.2 There shall be no correspondence between site occupants or users of the facility and the Contractor, unless directed by the Departmental Representative.

.3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative through an official Contract Amendment as defined in the General Conditions of this SOA.

.4 All correspondence shall carry the Contract name, AAFC Project title, AAFC Project number, File number and date.

2.2.2 MEETINGS

.1 The Departmental Representative will arrange meetings, as required, throughout the Work.

.2 Meetings will normally be held on site or in the offices of the issuing representative.

2.2.3 WORK RESPONSE TIME

.1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.

.2 During the Work, the Contractor's Key Personnel shall be:

.1 Available to attend meetings and respond to inquiries within one (1) working day notice.

.2 Able to respond to urgencies within one (1) hour, including those occurring during off-hours and on weekends/ holidays.

2.3 ROLES AND RESPONSIBILITIES

2.3.1 CONTRACTOR

.1 The "Contractor's Team" must be eligible to work in the province of Alberta. The Contractor's Team is composed of the Contractor and designated employees along with Sub-Contractors and their designated employees.

.2 The Contractor and Sub-Contractors must perform the Work to a professional standard as outlined in the SOA and SOA Call-up.

.3 The Contractor shall:

.1 During the construction phases:

.1 Participate in construction meetings,

.2 Ensure any required sub-Contractors attend meetings.

.4 Attend site inspection meetings.

2.3.2 THE AAFC TEAM

.1 Pertaining to AAFC Issued Call Ups

.1 The AAFC Project Manager is the Departmental Representative and is responsible for conveying all User Department requirements to the Contractor.

.2 The Departmental Representative will schedule, record and distribute the record of decisions for all meetings.

.3 The Departmental Representative will facilitate discussions between the main stakeholders of the overall project.

3 REQUIRED SERVICES

3.1 SUMMARY OF CONSTRUCTION WORK

3.1.1 PRE-CONSTRUCTION ESTIMATE

.1 After notification from the Departmental Representative, review the scope of work and undertake a pre-construction site visit to determine the following;

.1 Equipment required for completing the work

.2 Types of materials needed and estimated quantities.

.3 Timeline required to complete the work (construction schedule)

.4 Cost estimate for earth moving and excavating requirements.

.1 The cost estimate is not to include GST and is in 'Budget-Year (Current)' dollars.

.2 The construction quote is to include all Labour, Materials, permits, Overhead and Profit

3.1.2 CONSTRUCTION SERVICES

.1 Upon official notification from the Departmental Representative to start the work, the Contractor will provide all plant, labour, equipment and material to complete assigned Work.

.2 The services to be provided by the Contractor will be defined in the SOA Call-up. Services may include, but shall not be limited to, the following:

.1 Assisting with obtaining relevant permits from the Local Authority having Jurisdiction using the documents provided in the SOA Call-up.

.2 Selective demolition, site preparation and waste removal.

.3 Waste recycling or disposal at the end of each work day.

.4 Excavation, supply and installation of utility pipes, conduits, associated features and backfill.

.5 Miscellaneous road/parking lot grading and repairs to gravel surfaces

.6 Levelling and / or grading field and farm roads

.7 Delivery of Gravel, spread and level.

.8 Supply and install culverts

.9 Backfilling

.10 Soil compaction

.11 Top soil stripping

.12 Repair to any existing conditions that may be damaged during the Work.

.13 Daily Work-Site Clean-up and final Work clean-up.

.14 Other related duties as defined in the SOA Call-up.