



## REQUEST FOR STANDING OFFER (RFSO)

This RFSO is for call-ups below \$100,000  
No contract security is asked for.

Heavy Equipment Civil Construction Services  
CFB Esquimalt – Victoria, BC

### IMPORTANT NOTICE TO OFFERORS

**Note to Offerors, there will no Public Opening for the purposes of this solicitation.**

#### See recently adopted changes

**GI05 Submission of Offer** has changed - See GI05 - Submission of an Offer using epost Connect service

#### **PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY**

##### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

#### **THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Offeror", SI10, "Industrial Security related requirements" and "Supplementary Conditions" SC01 Industrial Security requirements, document safeguarding location.

#### **PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

#### **ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to SC03 Transition to an e-Procurement Solution (EPS).

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Solicitation No. - N° de l'invitation  
W684Q-210168

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy041

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**ANNEX D FORM 2829 SAMPLE**

## GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

### GI01 (2016-04-04) Integrity provisions—Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror 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 Offeror, 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 Offeror 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 offer solicitation, the Offeror 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, 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 in response to this offer solicitation, the Offeror 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 Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its offer 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 an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any offer 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 Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### GI02 (2014-03-01) Completion of offer

1. The offer shall be
  - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;

- c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by
    - i. 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 GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance 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.
  4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

### **GI03 (2015-02-25) Identity or legal capacity of the Offeror**

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 Contract, 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 contract 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.

### **GI04 (2015-02-25) Applicable Taxes**

"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) as of April 1, 2013.

### **GI05 (2014-03-01) Submission of offer**

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror.
2. It is the Offeror's responsibility to:
  - a. submit an offer, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. In the case of submission by epost Connect, see instructions in GI06.2.ii below.
  - c. obtain clarification of the requirements contained in the RFSO, if necessary, before submitting an offer;
  - d. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Offer; and

- e. provide a comprehensive and sufficiently detailed Offer that will permit a complete evaluation in accordance with the criteria set out in this RFSO.
- f. send its Offer only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the offer solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:

**i. HARD COPY Offer Submission**

In the case of submission of a hard copy offer, send its offer only to:

Bid Receiving Unit – Pacific Region  
800 Burrard Street, Room 219  
Vancouver, BC  
V6Z 0B9

**ii. ELECTRONIC Offer Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

[TPSGC.RPRReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

- c. To submit an offer using epost Connect service, the Offeror must either:
  - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the offer solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- d. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror order to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- e. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The solicitation number should be identified in the epost Connect message field of all electronic transfers.

- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
  - h. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - i. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Offeror using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - j. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - k. A offer transmitted by epost Connect service constitutes the formal offer of the Offeror.
1. The technical and price components of the offer must be submitted in separate sections as follows:
    - a. The offer should be submitted following a "two-section" procedure of which is to include a technical and financial offer.
    - b. The Technical Offer, and any associated document(s), should be provided in a separate section with the following information clearly provided:
      - Section One - Technical Offer;
      - Solicitation Number; and
      - Name of Offeror.
    - c. The Price Proposal Form and associated document(s), the Financial Offer, should be provided in a separate section with the following information clearly provided:
      - Section Two - Financial Offer;
      - Solicitation Number; and
      - Name of Offeror.
  2. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
  3. Offers and supporting information may be submitted in either English or French.
  4. Unless otherwise specified in the Special Instructions to Offerors:
    - a. the offer shall be in Canadian currency; and
    - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

### **GI06 (2010-01-11) Revision of offer**

1. An offer submitted in accordance with these instructions may be revised by letter, epost Connect 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 solicitation. 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 change(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 should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

### **GI07 (2014-09-25) 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 GI11, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - b. the offering 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 Offeror'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 offer on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, 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 Offeror's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;
  - a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing 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 Contract; 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 G111, other than subparagraph 2)(a) of G111, 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.

**G108 (2015-02-25) Offer costs**

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.

**G109 (2019-05-30) Procurement Business Number**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier> . For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

**G110 (2013-04-25) 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 licenses, 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 contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of G114, a Offeror shall, if requested, provide a copy of every valid license, 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 request.
3. Failure to comply with the requirements of paragraph 2) of G114 shall result in disqualification of the offer.

**G111 (2010-01-11) Performance evaluation**

1. Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Offeror's performance be considered unsatisfactory, the Offeror's offering privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

**G112 (2011-05-16) 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 a 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 (2016-04-04) Code of Conduct for Procurement—offer**

The [Code of Conduct for Procurement](#) provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the offer non-responsive.

## **SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) 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. It is PWGSC's intention to authorize up to 1 Standing Offer, for a period of 3 years. The total dollar value of all Standing Offers is estimated to be (\$1,500,000.00) (GST or HST included). Individual call-ups will vary up to a maximum of (\$60,000.00) (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC 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 PROCEDURE.

### **SI02 OFFER DOCUMENTS**

1. The following are the Offer Documents:
  - a. Request for Standing Offer - Page 1;
  - b. General Instructions to Offeror's- Construction Services
  - c. Special Instructions to Offerors;
  - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); 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 Offer must be submitted in writing to the Contracting Authority named on the Request for Standing Offer (RFSO) Page 1 at e-mail address [kipp.sezginalp@tpsgc-pwgsc.gc.ca](mailto:kipp.sezginalp@tpsgc-pwgsc.gc.ca). Enquiries should be received no later than (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 result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Authority will 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 must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the offer being declared non-compliant.

### **SI04 QUANTITY**

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

### **SI05 PWGSC OBLIGATION**

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

**SI06 SITE VISIT**

1. There is no scheduled site visit for this solicitation.

**SI07 REVISION OF OFFER**

An offer may be revised by facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is 604-775-9381.

**SI08 OFFER VALIDITY PERIOD**

1. The offer cannot be withdrawn for the period of (90) 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 SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2 of SI09 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 proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

**SI09 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

**SI10 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

1. At offer closing, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the offer non-compliant and no further consideration will be given to the offer.
2. The successful Offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.

## SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Performance Bond (form PWGSC-TPSGC 505)  
[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Trade agreements  
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## SI12 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT - REAL PROPERTY CONTRACTORS

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493).

Upon request, Canada will provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below:  
<http://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/pst-501-real-property-contractors.pdf>

## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the "call up" contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Price Proposal Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-08-17);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	R2850D (2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC9	N/A		
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
  - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

## **STANDING OFFER PARTICULARS**

### **SOP01 GENERAL**

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority 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 Technical 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**

1. The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the standing offer.
2. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **SOP03 CALL-UP LIMITATION**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (\$60,000.00) (Applicable Taxes included). Canada will keep track of expenditures and ensure that they do not exceed the maximal allocated total percentage of each retained Offeror.

### **SOP04 CALL-UP PROCEDURE**

1. Services will be called-up as follows:
  - a. Departmental Representative will establish the work requirements to be provided. For each individual call-up a proportional distribution process will be used to consider the Offeror's ranking.
  - b. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Offeror'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.

- c. The Offeror will be authorized in writing by the Departmental Representative to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829. See Annex E

## **SOP05 STANDING OFFER RESPONSIBLES**

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

Standing Offer Contracting Authority is:

Name : Kipp Sezginalp

Title : Supply Specialist

Department : Real Property Contracting

Division : Public Services and Procurement Canada

Telephone : 604-367-5341

e-mail : kipp.sezginalp@pwgsc-tpsgc.gc.ca

The Departmental Representative represents the Department or Organisation for which the works are executed within a call-up. The Departmental Representative is responsible for all technical related questions regarding call-ups.

Standing Offer Departmental Representative is:

**To be determined.**

The selected Offeror for the standing offer is :

**To be determined.**

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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

### **SC02 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement 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.
- 2) Period of Insurance
  - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
  - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
  - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
  - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

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W684Q-210168

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy041

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

**SC03 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

Solicitation No. - N° de l'invitation  
W684Q-210168

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy041

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## APPENDIX 1 - PRICE PROPOSAL FORM

### BA01 IDENTIFICATION

Heavy Equipment Civil Construction Services  
CFB Esquimalt – Victoria, BC

### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

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

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### BA03 THE OFFER

The Offeror agrees that the work will be performed in accordance with the scope of work in Appendix 3 and rates identified in Appendix 4.

### BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of ninety (90) days following the date of solicitation closing.

### BA05 SIGNATURE

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Offeror (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 3 - SCOPE OF WORK

### TITLE Heavy Equipment Civil Construction Services

To furnish all labour, material, equipment, supervision and transportation necessary to repair, maintain and service the facilities and equipment at Canadian Forces Base Esquimalt.

#### 1. GENERAL DESCRIPTION OF THE WORK

The work performed under this contract includes the supply of all labour, materials, tools, equipment, supervision, shipping and transportation (to the worksite) necessary to supply **Heavy Equipment Civil Construction Services** on an "as when requested" basis for the Department of National Defence at Canadian Forces Base Esquimalt for Section Esquimalt, Real Property Operations Unit (Pacific).

The exact type of equipment, quality of materials, and location of the work is detailed in the call-up instructions for each service request.

**On Site Inventory:** Supplier shall have available for dispatch a minimum inventory of equipment such as, Dump Trucks, Back hoes, Cat Bulldozers, Excavators, Wheeled Loaders, Graders, Bobcats and Low Beds for transportation of equipment to provide immediate response within two hours of being notified by telephone for calls deemed emergency by the SITE AUTHORITY.

**Snow Removal:** Contractors shall have 4 back hoes, and a Bobcat 463/s70 with blower and /or V blade or equivalent for sidewalk snow removal available for snow removal when requested during snow events.

#### 2. SITE OF WORK

The site of the work is in (but not restricted to) the following geographic areas of **Canadian Forces Base Esquimalt** known as:

- a.) **Dockyard:** is located west of the City of Victoria approximately 8 kilometers at the Western terminus of Esquimalt Road.
- b.) **Naden:** is located at Admirals Road approximately 1 kilometer north of the junction of Esquimalt Road and Admirals Road.
- c.) **Work Point Barracks:** is located west of the City of Victoria, approximately 5 kilometers via Esquimalt Road and Head Street. South on Head Street approximately 1 kilometer to the gates of Work Point Barracks – Head Street at Lyall.
- d.) **Albert Head:** is west and south of the City of Victoria via Highway 1 and 1A, Sooke Road, Metchosin Road and Duke Road; follow approximately 2 kilometers on Duke Road to Albert Head Road, approximately 1 kilometer in a southerly direction on Albert Head Road to gate entrance.
- e.) **Bay Street Armoury:** 715 Bay Street. Victoria, BC
- f.) **Malahat:** 20 Huron Street. Victoria, BC
- g.) **Ashton Armoury:** 724 Vanalman Avenue. Victoria, BC
- h.) **Pat Bay:** is north of the City of Victoria via the Pat Bay Highway to McTavish Road west to Wellington Road; follow approximately 3 kilometers to Kitty Hawk Road. The hanger is home to 443 SQN.
- i.) **Colwood:** is west of the City of Victoria via Highway 1 and 1A to Wilfert Road. Then left for approximately ½ kilometer to a controlled gate.
- j.) **Belmont Park:** is west of the City of Victoria via Highway 1 and 1A to Ocean Boulevard, then left for approximately 1 kilometer to Belmont Park.

- k.) **Rocky Point:** is south and west of the City of Victoria via Highway 1 and 1A to Sooke Road then left at Happy Valley Road to Rocky Point Road then right on East Sooke Road and left to a controlled gate.
- l.) **Heals Range:** is approximately 13 km North-west of the City of Victoria via Douglas St. Burnside West, Interurban Road, West Saanich Road to Wallace Drive.
- m.) **Munroe Head:** is west of the City of Victoria via Esquimalt Road to Admirals Road then North for approximately 1 – ½ kilometers to Maplebank Road then West to gate entrance.

## 2.1 Time of Work

Regular work hours are: 0730-1630 PST Mon-Fri

Overtime work hours are (OT): Work during any other period outside of regular hours

OT rates apply if work takes place during Federal statutory holidays. These days are:

- New Year
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (first week of August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

## 2.2 Access to Department of National Defence Property

CFB Esquimalt has set procedures for allowing accessing DND property. The security levels on the Base may change from time to time in response to potential threats, operational requirements or as part of a training activity. Contractor ID cards may be required for access to most DND properties, and potentially building sites within it. Ensure you carry your Contractor ID with you at all times and be prepared to show it when requested. At the end of the contract ALL issued ID cards must be returned.

NOTE: **All personnel accessing DND property are subject to search without notice.**

## 3. PRIME CONTRACTOR

When requested by the SITE AUTHORITY, the contractor agrees to accept the role of "Prime Contractor" as it is defined by Work Safe BC if there are 2 or more contractors involved in work at the work site at the same time.

## 4. DEFINITIONS

- I. SITE AUTHORITY: The term "SITE AUTHORITY", where it appears in these specifications, shall mean the Officer Commanding Real Property Operations (Pacific) or his designated representative, who will make regular inspections and be available to ensure the specifications are observed.
- II. CONTRACTOR: The individual, partnership, sole proprietorship, or corporation executing the proposed contract.
- III. PRIME CONTRACTOR: The contractor awarded the work and who has the permission of the SITE AUTHORITY to sub-contract. When sub-contracting they are reasonable to DND for controlling and directing the work on the site for themselves, their employees and their sub-trades. The PRIME CONTRACTOR "as defined by Work Safe BC" will be responsible for all on-site co-ordination including occupational health and safety issues. They will ensure that they comply with the federal or provincial OH&S laws governing the subject work. The PRIME CONTRACTOR must also ensure that all their sub-contractors do likewise.
- IV. CONTRACT COORDINATOR: The designated representative of the Site Authority. The Contract Coordinator will authorize the work, make periodic inspections and will be available to give advice and direction to ensure the specifications are observed and assist with the interpretation of the specifications. They are the local point of contact for all work authorized under this contract.

## 5. CONTRACTOR'S USE OF THE SITE

5.1 Access to and from the work site must be coordinated through the SITE AUTHORITY and is subject to:

- a.) Traffic regulations established by DND;
- b.) Security regulations established by DND; and
- c.) Operations.

5.2 The contractor at the request of the SITE AUTHORITY shall provide a list of all employees on the site.

5.3 The contractor must not encumber the site with materials or equipment.

5.4 At the direction of the SITE AUTHORITY, the contractor must promptly remove any material or equipment that interferes with access or operations.

5.5 Use of DND facilities by the contractor is not permitted unless otherwise indicated or approved of in writing by the SITE AUTHORITY.

5.6 Use of DND facilities is not permitted unless otherwise indicated or approved in writing by SITE AUTHORITY.

## 6. REFERENCES AND CODES

6.1 Perform all work in accordance with the applicable National, Provincial, Regional or Local Code, Regulation, Legislation or Directive.

6.2 Observe and enforce construction safety measures required by the latest version of the; National Building Code, British Columbia Building Code, Work Safe BC, Workers' Compensation Board, and applicable Municipal statutes and authorities.

6.3 Ensure compliance with the most current version of the: Canada Labor Code, and the Occupational Health and Safety Regulations as well as compliance with the Workers' Compensation Act, Work safe BC and any other regulations or legislation having to do with the prevention of accidents, the prevention of diseases, and the provision of safe working conditions including proper safety equipment, lighting, and ventilation.

6.4 In the event of any conflict between an Act, Regulation, legislation or Code, the most stringent provision shall apply.

## 7. CONTRACTOR'S RESPONSIBILITIES

7.1 The Department of National Defence (DND) and the Canadian Forces (CF) is committed to protecting the health and safety of its employees and the public. The goal is the prevention of accidents and injuries. The private contractor performing the work MUST be compliant with Formation, Base, Provincial and National policy and legislation for the protection and safety of all workers on DND property.

7.2 The contractor is required to provide, be in possession of, and to ensure all personnel are trained and make proper use of any equipment, devices, tools and machinery, including all Personal Protective Equipment (PPE) required for the work.

7.3 The Contractor must ensure compliance on his part and on the part of all his subcontractors with the standards of Part II, Canada Labour Code, and the Occupational Health and Safety Regulations. As well as compliance with the *Workers' Compensation Act* and any regulations there under the said *Act* having to do with the prevention of accidents, the prevention of diseases, and the provision of safe working conditions including proper safety equipment, lighting, and ventilation.

7.4 Execute the work with the least possible interference or disturbance to occupants, public and normal use of premises. Any shut-downs or closures must be arranged with the SITE AUTHORITY in advance, to facilitate execution of work.

7.5 Where security has been reduced by work, provide temporary means to maintain security i.e. fencing and other perimeter security.

7.6 Obtain prior approval from the SITE AUTHORITY before using or blocking stairways, elevators, dumbwaiters, or conveyors in buildings.

7.7 The Contractor will observe and enforce all fire regulations as set down by the Base Fire Chief, and shall not store any flammable substances on site.

7.8 The Contractor shall at all times provide and maintain an adequate and suitable means of protecting and saving personnel, the building and its contents from damage or defacement during the course of the work; i.e. using: barriers, drop cloths, tarpaulins, fire extinguishers, etc.

7.9 The Contractor is responsible for the safety of persons and property on the work site and the protection of federal employees and the general public who are adjacent to work site operations to the extent that they may be affected by conduct of work. Ensure that DND workers and the public in the area are protected from harm at all times. At NO time should any work being undertaken; cause harm or risk anybody's health or life.

7.10 The Contractor is to enforce compliance by workers and other persons granted access to work site with all safety requirements applicable under the federal, provincial, and local statues, regulations, and ordinances, and with the Contractor's Health and Safety Program.

7.11 Should a safety related hazard or condition become evident during the performance of work, the contractor shall;  
a.) Immediately take measures to rectify the situation and prevent damage or harm.

b.) Advise the SITE AUTHORITY verbally and in writing of the incident.

7.12 Contractors are required to be aware of the known hazardous substances and/or conditions and are to include the mitigation costs in their price for each call up and all work associated with in and around the hazards.

7.13 Contractors working on or in federally owned or leased premises and or properties acknowledge and accept responsibility for compliance with the appropriate provincial health and safety regulatory instruments.

7.14 When acting as a PRIME CONTRACTOR the contractor accepts the responsibility for ensuring that they and all sub-contractors will comply with provincial or federal regulatory instruments, as appropriate.

7.15 The contractor and sub trades, must at all times during the servicing of the Contract/Standing Offer, hold a valid Designated Organization Screening, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

7.16 The contractor their personal and sub trades, must at all times during the servicing of the Contract/Standing Offer, hold a valid Visit Clearance Request (VCR), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

7.17 Certain areas on the Base may be designated as Operations, Security, or High Security Zones and there are additional security requirements in these areas. All contractor personnel should be aware of the security requirements for the areas that they are working in.

## 8. SUB-CONTRACT

8.1 Sub-contracting is permitted under the terms of the contract. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. When they do so they are then acting as the PRIME CONTRACTOR with all the inherent responsibilities and obligations.

8.2 Before any subcontract, the Contractor must obtain the consent in writing from the SITE AUTHORITY. The SITE AUTHORITY may require the Contractor to provide the particulars of the proposed subcontract.

8.3 Subcontracting does not relieve the PRIME CONTRACTOR from fulfilling any of its obligations under the terms of the Contract nor impose any liability upon Canada from a subcontractor.

8.4 In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

## 9. TRADE CERTIFICATION

9.1 Tradespersons working under this contract must hold a valid trade ticket with a Red Seal, Inter Provincial or BC designation for the work being performed.

9.2 The trade certification and/or level of experience of the person providing the service must be appropriate for the work being performed.

9.3 All trades helpers, apprentices or laborers must be supervised by a tradesperson fully qualified and experienced in the work being performed.

## 10. ACCIDENT REPORTING

10.1 Investigate and report incidents and accidents as required by the Workers Compensation Act of British Columbia, and the Regulations made pursuant to the Act.

10.2 Provide to the SITE AUTHORITY a copy of incident / accident investigation reports within 3 working days.

10.3 For the purpose of this contract, immediately notify the SITE AUTHORITY of incidents and accidents that involve:

- a.) A resulting injury that may require medical aid;
- b.) Exposure to toxic chemicals or substances;
- c.) Property damage; and
- d.) Interruption to DND operations.

10.4 In the investigation and reporting of incidents and accidents, the Contractor is required to respond in a timely fashion to correct the action that was deemed to have caused the incident and/or accident and advice in writing on the action taken to prevent a reoccurrence of the incident and/or accident.

**11. SITE AUTHORITY:** The Site Authority shall have the following rights;

11.1 Authority to decide whether any part of the work has been performed to the level of quality specified in the Contract;

11.2 Authority to question, accept or reject the quality and quantity of any labour or material used in the execution of the work;

11.3 Authority to question the timing or scheduling of the various phases of the work.

11.4 Authority to increase or decrease the scope of work in accordance with the terms and conditions; and

11.5 Authority to inspect, accept or reject work done by the contractor.

## **12. ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING**

12.1 Execute work with the least possible interference or disturbance to occupants and normal use of and access to the premises.

## **13. EXISTING SERVICES**

13.1 Notify SITE AUTHORITY and utility companies of intended interruption of services and obtain required permissions or permits prior to any shut-down, closure or interruption in service or access.

13.2 Where the work involves modifications of or connections to existing services, the contractor is to give the SITE AUTHORITY, 10 working days of notice for necessary interruption of service throughout course of work.

13.3 The work must be implemented in a manner that minimises the duration and number of interruptions but still maintains safety.

13.4 Interruptions may be done after regular work hours or on weekends, only with the approval of the SITE AUTHORITY.

13.5 Implement safe work procedures around open excavations, as per the governing safety authority. Maintain safe access for pedestrian and vehicular traffic.

## **14. WORK IN BUILDINGS OR ACCESS AREAS**

14.1 Execute all work with the least possible; risk, interference or disturbance to occupants, public, and normal use of premises.

14.2 Arrange with SITE AUTHORITY to facilitate execution of work.

14.4 Provide temporary dust screens, barriers, and warning signs in locations where renovation and alteration work is adjacent to areas used by the Public or Government staff.

14.5 Provide pedestrian barricade or/and warning tape to mark perimeter of work areas directed by SITE AUTHORITY.

## **15. SMOKING**

15.1 Comply with the Base smoking policy. Smoking is not allowed in any DND Building. It is only allowed in designated smoking areas. This includes smoking in any privately owned motor vehicle while on DND property.

## **16. PERMITS**

16.1 Obtain permits, licenses and compliance certificates at appropriate times and frequencies as required by the local authorities having jurisdiction.

16.2 Provide copies of the permits to the SITE AUTHORITY when submitting the invoice for payment.

16.3 Hold a copy of all permits, licenses and compliance certificates on the work site. Be prepared to show them at any time when requested.

## **17. SANITARY FACILITIES**

17.1 Permanent facilities may be used only with the approval of SITE AUTHORITY.

17.2 If permanent facilities are unavailable, the contractor must make their own arrangements for portable facilities. The Location of any portable must be authorised in writing by the SITE AUTHORITY.

## **18. PARKING**

18.1 Parking Space may be made available on site for the Contractor's work vehicles only. The Location and number of spaces used as directed by SITE AUTHORITY. Be aware that there is little open parking on the base and you will be subject to ticketing/towing if you park improperly.

## **19. POWER AND WATER SUPPLY**

19.1 DND may provide temporary electric power and water for construction purposes.

19.2 Supply of any temporary services to the contractor is subject to DND requirements and may be discontinued by the SITE AUTHORITY at any time without notice. All estimates must take this disruption into consideration.

19.3 The SITE AUTHORITY will determine delivery points and quantitative limits.

19.4 The SITE Authority's written permission is required before any connection is made.

19.5 All Connections to existing supply must be made in accordance with the appropriate Code and at the end of the job returned to their original configuration.

## **20. SIGNS OR NOTICES**

20.1 Only signs and notices for hazard, safety, or instructions are permitted on the work site.

20.2 The format, location, and quantity of site signs and notices to be approved by SITE AUTHORITY.

20.3 Signs and notices for safety or instruction are to be in both official languages or commonly understood graphic symbols.

## **21. FIRE SAFETY**

21.1 When required, the SITE AUTHORITY shall coordinate arrangements for the Contractor to be briefed on Fire Safety by the Fire Chief before any work is commenced.

21.2 Contractors and their personnel shall know the location of nearest fire alarm box and telephone including the emergency telephone number.

21.3 Report immediately all fire incidents to the Fire Department as follows;

- a.) Activate nearest fire alarm box; or Telephone Local 9-911
- b.) The person activating the fire alarm box shall remain at the box to direct the Fire Department to the scene of fire; and
- c.) When reporting a fire by telephone, give the location of the fire, name or number of the building, and be prepared to verify the location.

21.4 Interior and Exterior Fire Protection and Alarm Systems Fire protection and alarm systems shall not be;

- a.) Obstructed;
- b.) Shut off; or
- c.) Left inactive

21.5 At the end of each working day the Fire protection and alarm systems must be returned to service unless authorized in writing by the Fire Chief or the SITE AUTHORITY.

21.6 Fire hydrants, standpipes, and hose systems shall not be used for anything other than firefighting purposes unless authorized by the Fire Chief or the SITE AUTHORITY.

21.7 The Contractor shall supply a sufficient number of 20 lb. ABC fire extinguishers (number to be determined by the Fire Chief) to protect in an emergency the work in progress and the Contractor's physical plant on site.

21.8 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, erecting of barricades, and the digging of trenches.

## **22. RUBBISH, WASTE MATERIAL, GARBAGE AND CONSTRUCTION DEBRIS**

22.1 The burning of rubbish, waste material, and garbage or construction debris on DND property is prohibited.

22.2 All rubbish, waste material, garbage or construction debris shall be removed from the work site at the end of the work day or shift by the contractor.

22.3 Using DND solid waste containers to dispose of rubbish, waste material, garbage or construction debris generated by the contractor during the course of the work is prohibited unless authorized by the SITE AUTHORITY in writing.

## **23. HAZARDOUS SUBSTANCES**

23.1 If the work entails the use of any toxic or hazardous materials, chemicals, and/or explosives, or otherwise creates a hazard to life, safety, or health, all work shall be in accordance with the National Fire Code of Canada.

23.2 The Fire Chief is to be advised and a "Hot Work" permit issued in all cases involving welding, burning, or the use of blow torches and salamanders.

23.3 Special precautions are necessary to safeguard life and property from damage by fire and explosives.

23.4 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers equipped with sufficient fire extinguishers shall be provided. The determination of dangerous and hazardous areas along with the level of precaution necessary for Fire Watch shall be at the discretion of the Fire Chief.

23.5 Contractors are responsible for providing a fire watch service for their work on a scale established and in conjunction with the Fire Chief.

## APPENDIX 4 – OFFER

1. Each item specified in the Unit Price Schedule below includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
2. Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
3. The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST). The appropriate GST amounts will be paid by Canada in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.

### 4. Pricing

The prices requested in the Offer are:

- .1 Hourly rates for regular hours
- .2 hourly rate for each hour outside of regular hours; and
- .3 Mark up on allowance for heavy equipment not listed and consumable materials.

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

It is considered that regular hours of work fall between 0730 and 1630 hours PST Monday to Friday.

**Unit Price Schedules**

All equipment shall be supplied with an operator unless otherwise noted.

**TABLE (A)**

Column	A	B	C	D	E	F	G
	Annual Estimated usage	Hourly Rate Year One (SO Issued - March 31, 2022)	Hourly Rate Year Two (April 1, 2022 - March 31, 2023)	Hourly Rate Year Three (April 1 2023 - March 31, 2024)	Hourly Rate Option Year 1 (April 1, 2024 - March 31, 2025)	Hourly Rate Option Year 2 (April 1 2025 - March 31 2026)	A*(B+C+ D+E+F)
Dump truck 13 - 14 tonne tandem	Regular Overtime	200 hrs 10 hrs					
Dump truck 24-26 tonne tandem truck & pup	Regular Overtime	200 hrs 10 hrs					
Excavator - Hitachi EX200 complete with Hydraulic Thumb or Equivalent	Regular Overtime	400 hrs 20 hrs					
Bobcat 463/s70 with blower and /or V blade or equivalent for sidewalk snow removal	Regular Overtime	100 hrs 5 hrs					
Grader 140 AWD with 12 ft blade or equivalent	Regular Overtime	100 hrs 5 hrs					
Tandem Vibrating Roller CCS7 or equivalent	Regular Overtime	100 hrs 5 hrs					
Bobcat 743 or equivalent	Regular Overtime	200 hrs 10 hrs					
Back hoe - with extendible back hoe 4 in 1 Bucket. 0.75m <sup>3</sup> , 0.20 m <sup>3</sup> Case 580 or equivalent	Regular Overtime	400 hrs 20 hrs					
Bulldozer Cat D3 - D5 or equivalent	Regular Overtime	100 hrs 5hrs					
Wheeled loader CASE 621 D 2½ yd bucket or equivalent	Regular Overtime	100 hrs 5hrs					
Backhoe for snow removal (Extra wear on bucket blade)	Regular Overtime	100 hrs 5hrs					
Low Bed above 40 Tonne to move equip noted	Regular	150 hrs					

	Overtime	15hrs							
Experienced Construction Labourer	Regular	600 hrs							
	Overtime	30 hrs							
Slinger 13 ½ tonne Model #Soil King XL15 or equivalent	Regular	100 hrs							
	Overtime	5hrs							
Compactor attachment for Backhoe Hours charged for the use of compactor/rock breaker is for time in actual use in the piece of equipment.	Regular	75 hrs							
	Overtime	5hrs							
Compactor attachment for Excavator Hours charged for the use of compactor/rock breaker is for time in actual use in the piece of equipment.	Regular	75 hrs							
	Overtime	5hrs							
Hoe Ram attachment for Backhoe Hours charged for the use of compactor/rock breaker is for time in actual use in the piece of equipment.	Regular	75 hrs							
	Overtime	5hrs							
Hoe Ram attachment for Excavator Hours charged for the use of compactor/rock breaker is for time in actual use in the piece of equipment.	Regular	75 hrs							
	Overtime	5hrs							
<b>Subtotal A (Total of Column G)</b>									\$

**TABLE (B)**

Column	A Annual Estimated Amount	B Mark up Perce ntage Year One (SO Issue d - March 31, 2022)	C Mark up Perce ntage Year Two (April 1, 2022 - March 31, 2023)	D Mark up Perce ntage Year Three (April 1 2023 - March 31, 2024)	E Markup Perce ntage Option Year 1 (April 1, 2024 - March 31, 2025)	F Markup Perce ntage Option Year 2 (April 1 2025 - March 31 2026)	G (A*B)+(A*C)+ (A*D)+(A*E)+ (A*F)
Heavy Equipment Rental & qualified operator not listed with a mark up	\$50,000.00	Mark up of ___%	Mark up of ___%	Mark up of ___%	Mark up of ___%	Mark up of ___%	
Consumable Material used in progress of work (except those at free issue) shall be charged at laid down cost (which includes invoice cost, transport costs, exchange, customs & brokerage charges as applicable) plus a firm fixed Mark-up (which includes purchasing expense, internal handling, G&A expenses and profit) excluding GST which must be shown as a separate item on the invoice for payment	\$75,000.00	Mark up of ___%	Mark up of ___%	Mark up of ___%	Mark up of ___%	Mark up of ___%	
<b>Subtotal B (Total of Column G)</b>							\$

**TOTAL EVALUATED AMOUNT:**

Subtotal(A)\$ _____ + Subtotal(B) \$ _____	Total Evaluated Offer Amount
= \$ _____	

These items will be used for cost evaluation purposes 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 Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price.**

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pwy041

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## **APPENDIX 5 - EVALUATION PROCEDURES OR BASIS OF SELECTION**

### **EVALUATION CRITERIA:**

1. The offer will be assessed in accordance with the entire requirement of the request for standing offer.
2. An evaluation team composed of representatives of Canada will evaluate the offers.
3. Offers will be examined to determine their compliance with the following Mandatory Criteria:
  1. Completion of Appendix 1 and Appendix 4.

### **BASIS OF SELECTION:**

An offer must comply with the requirements of the RFSO and meet all mandatory evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for award of a contract.

## APPENDIX 6 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Offerors, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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### **Voluntary Certification**

(To be filled out and returned with offer on a voluntary basis)

(page 2 of 2)

*Note: The Offeror will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C.*

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Standing Offer Solicitation Number : \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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Buyer ID - Id de l'acheteur  
pwy041

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## **ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)**



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Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine DND	2. Branch or Directorate / Direction générale ou Direction ADM(IE), RPOPs (Pacifique)
--	--

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work - Brève description du travail  
Provide Heavy equipment and civil construction service's on an "as requested" basis for CFB Esquimalt and it's AOR.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required - Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c)  
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas?  
No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes?  
L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité UNCLASSIFIED
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted:  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non  Yes / Oui



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**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	Confidential / Confidentiel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret		
											A	B	C					
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) <b>R. ARNOT</b> <b>CONTRACTS SUPERVISOR</b> <b>250-363-1900-60033</b>	Title - Titre	Signature 
--	---------------	---------------

Telephone no. - N° de téléphone (250) 363-1600	Facsimile - Télécopieur	E-mail address - Adresse courriel richard.arnot@forces.gc.ca	Date 2020-10-08
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Sasa Medjovic	Title - Titre Senior security analyst	Signature <b>MEDJOVIC, SASHA 234</b> <small>Digitally signed by MEDJOVIC, SASHA 234 DN: cn=CA, o=CSG, ou=INTERNATIONAL PERSONNEL, ou=INTERNATIONAL PERSONNEL, cn=MEDJOVIC, SASHA 234 Reason: I am the author of this document Location: your signing location here Date: 2020.10.15 10:26:13 PDF GENERATED BY Version: 10.0.1</small>
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Telephone no. - N° de téléphone 613-996-0286	Facsimile - Télécopieur	E-mail address - Adresse courriel sasa.medjovic@forces.gc.ca	Date
---	-------------------------	---	------

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorisé contractante en matière de sécurité

<b>Emmanuel Conduah</b> <b>Contract Security Officer</b> <b>Emmanuel.Conduah@pwgsc-tpsgc.gc.ca</b>	Title - Titre	Signature 	Digitally signed by Conduah, Emmanuel Date: 2020.10.28 09:13:21 -04'00'
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Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
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**ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)**  
**CERTIFICATE OF INSURANCE**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  Heavy Equipment Civil Construction Services CFB Esquimalt – Victoria, BC	Contract No. W684Q-210168
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured  <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
<input type="text"/>	<input type="text"/>
Signature	Date D / M / Y

Solicitation No. - N° de l'invitation  
W684Q-210168

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy041

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

### Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



Solicitation No. - N° de l'invitation  
W684Q-210168

Amd. No. - N° de la modif.

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pwy041

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**ANNEX D – FORM 2829 SAMPLE**



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

**CALL-UP AGAINST A STANDING OFFER  
COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE**

In accordance with **STANDING OFFER NO.** Conformément à **l'OFFRE PERMANENTE N°** **Call-up no. - N° de commande**

Dated  
and the terms and conditions therein, you are  
requested to carry out the work described below.

en date du  
et les modalités qui y sont énumérées, vous êtes prié  
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Project no. - N° du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.		
Location of work - Endroit des travaux		Call-up cost, GST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux

**SAMPLE ONLY  
ÉCHANTILLON SEULEMENT**

Certified pursuant to subsection 32 (1) of the Financial Administration Act  
Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques

\_\_\_\_\_  
Signature Date

Departmental Representative - Représentant du ministère

\_\_\_\_\_  
Signature Date

PWGSC-TPSGC 2829 (03/2008)