

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

Title - Sujet RENTAL OF HEAVY EQUIPMENT/OPERATOR	
Solicitation No. - N° de l'invitation W0102-12J427/A	Date 2013-03-28
Client Reference No. - N° de référence du client W0102-12-J427	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-220-8967
File No. - N° de dossier HAL-2-69311 (220)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-13	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée SEE HEREIN	
Address Enquiries to: - Adresser toutes questions à: Dunphy, Nancy	Buyer Id - Id de l'acheteur hal220
Telephone No. - N° de téléphone (902)496-5481 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 14 WING GREENWOOD, STN. MAIN P.O. BOX 5000, WING. CONST. ENG. GREENWOOD NOVA SCOTIA BOP 1N0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Request For a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

PLEASE NOTE: THERE WILL BE SITE VISIT - SEE
HEREIN.

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Instructions: See Herein

Instructions: Voir aux présentes

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Security Requirement
3. Summary
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. SACC Manual Clauses

Solicitation No. - N° de l'invitation

W0102-12J427/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal220

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

W0102-12-J427

File No. - N° du dossier

HAL-2-69311

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses
7. Insurance

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C- Dollar Usage Report Form
- Annex D- Board of Directors

PART 1 - GENERAL INFORMATION

1. Introduction

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

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications;
- (vi) Part 6; Insurance; and
- (vii) Part 7:
7A, Standing Offer, and
7B, Resulting Contract Clauses; and,
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6: Insurance requirements: includes specific requirements that must be addressed by offerors; and

Part 7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Dollar Usage Report Form and Board of Directors.

2. Security Requirement

There is no security requirement associated with the requirement.

3. Summary

The Department of National Defence has a requirement for a Regional Individual Standing Offer. The work under this SOA comprises the furnishing of all labour, materials, and equipment required to provide rental of heavy equipment at 14 Wing Greenwood, Kings County, Nova Scotia. on an as and when requested basis in accordance with Annex A.

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

Services shall be performed when requested by the Engineer Monday through Saturday 07:30 hrs to 18:00 hrs.

There are no security requirements associated with this requirement.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 4.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Financial Offer (one hard copy)

Section II: Certifications (one hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

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

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

Section I: Financial Offer

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

Bidders must submit **firm prices** (all-inclusive) for **all items** listed in Annex "B".

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

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

1.2 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer. See Annex B.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

2.1 SACC Manual Clauses

B3000T 2006-06-16 Equivalent Products

PART 5 - CERTIFICATIONS

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

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

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation (SEE ANNEX D)

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006 (OR insert 2007, as applicable), for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.1 Former Public Servant – Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

d.a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

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

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.2 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.3 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within **ten (10) days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

2.4 Licensing

The contractor must obtain and maintain all permits, licenses and certificates of approval required for work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request the contractor shall provide a copy of any such permit, license, or certificate.

2.5 Letter

A signed statement by Owner of company that the company will maintain Worker's Compensation Board Coverage for the life of the standing offer Agreement. The letter should also state that the company will maintain Insurance Coverage, Independent Safety Audit and all applicable licences throughout the life of the Standing Offer Agreement.

2.6 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.7 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified below in **Part 7B RESULTING CONTRACT CLAUSES Para 6.1 Commercial General Liability Insurance**.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 14 (fourteen days) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive. (To be Determined at Issuance of Standing Offer).

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2), twelve 12 month option 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Dunphy
 Title: Contracting Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Atlantic Region
 Address: 1713 Bedford Row
 Halifax, Nova Scotia
 B3J 1T3
 Telephone: 902- 496- 5481
 Facsimile: 902- 496- 5016
 E-mail address: nancy.dunphy@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is: (To be Determined at Issuance of Standing Offer.)

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

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

4.3 Offeror's Representative (To be completed by Offeror)

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

Solicitation No. - N° de l'invitation

W0102-12J427/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69311

Buyer ID - Id de l'acheteur

hal220

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

W0102-12-J427

CCC No./N° CCC - FMS No/ N° VME

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, 14 Wing Greenwood, Kings County, Nova Scotia. or a Delegated Authority.

6. Call-up Procedures

The Identified User will provide the offeror with statement of work required and the Offeror must provide the identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the standing offer. The offeror must not undertake any of the specified work unless and until a call-up is issued by the identified User. The estimated cost stated in the call-up must not be exceed without the specific written authorization of the Identified User.

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-11-19) Services, (Medium Complexity) .
- e) Annex A, Statement of Work;

- f) Annex B, Basis of Payment;
- g) Annex C, Dollar Usage Report Form;
- h) the Offeror's offer _____ "as clarified on _____.

11. Certifications

11.1 Compliance

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

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

13. SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-03-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) one (1) copy must be forwarded to the consignee.

6. SACC Manual Clauses

Inspection and Acceptance	D5328C
Canadian Forces Site Regulations	A9062C
Hazardous Waste Disposal	A9016C
Limitation of Price	C6000C
Single Payment	H1000C
Estimates	M3800C
Workers Compensation	A0285C

7. Insurance

7.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified below in **Para 6.1 Commercial General Liability Insurance**

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

7.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Solicitation No. - N° de l'invitation

W0102-12J427/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69311

Buyer ID - Id de l'acheteur

hal220

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

W0102-12-J427

CCC No./N° CCC - FMS No/ N° VME

(r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "A"

STATEMENT OF WORK

Objective

To establish one Standing Offer Agreement (SOA) to support 14 Wing on an as and when requested basis. For the provision of all material, equipment, labour, tools, supervision and expertise necessary including delivery and pick up to provide heavy equipment with operator rentals as detailed herein for the Department of National Defence(DND), on an as and when requested basis during the period of the Standing Offer.

Background

The services being provided will be in support of 14 Wing, Camp Aldershot, Granville Range, and Middleton Armoury to augment their existing fleet. DND uses their own resources to conduct road maintenance and other tasks. When demand fluctuates due to operational and environmental conditions, DND may be required to hire equipment and services to supplement capacity. The services will be administered by the Wing Construction Engineering Section. Services shall be performed when requested by the Engineer **Monday through Saturday 07:30 hrs to 18:00 hrs.**

Deliverables

The deliverables shall be to supply the requested items within 48 hours of receipt of call-up or as specified on the call-up. Tasks may include but are not limited to: underground utilities trenching and backfilling, snow clearance/removal, route repairs, culvert installations, ditching, leveling of terrain, digging of test pits, preparation of elevated blast protection structures, clean up and removal of debris from sites on the Wing and in the Range and Training areas.

Special Conditions

1. DND reserves the right to request a detailed estimate to be provided to the Crown at no cost from the Contractor before issuing a call-up. Such estimate must be provided in writing. It may be faxed, emailed or mailed as directed at the time of the request.
2. All maintenance and or repairs for the Contractor's equipment will be the responsibility of the Contractor.
3. The Contractor will be paid for delivery/pickup charges only once during the period of hire for each call-up. If the Contractor's equipment breaks down during the period of hire, removals and replacement for said equipment will not be paid for by the Crown and are the responsibility of the Contractor. Should any equipment break down, charges will cease immediately until a replacement unit arrives. The Contractor will not be reimbursed for delivery/pickup charges for the replacement unit.
4. If the Contractor is notified by DND that the call-up is cancelled and it is determined that the equipment is already in transit, the contractor will be paid the amount equal to the mobilization/demobilization for each unit as indicated under the basis of payment herein.
5. Where the Contractor is subleasing a piece of equipment, the Contractor must first notify the Project Manager in writing. The notification must include the name of the sub-contractor.

-
6. All operators supplied by the Contractor must be fully qualified to operate the equipment in question in accordance with Provincial standards and all equipment must meet any applicable safety standards. Contractor's operators must produce proof of qualifications/certifications if asked at any time during a call-up. DND reserves the right to seek proof of such qualifications and to reject any operators or equipment that do not meet all applicable Provincial and or Federal licensing requirements or safety standards.
7. Contractors operators and equipment may be required to conduct tasks alongside and with other civilian contractors and equipment as well as DND assets and so must have sufficient liability insurance for such tasks.
8. Contractor's operators may be required to wear specialized and non-standard PPE. Such PPE will be identified at time of call-up by DND and will be provided by DND. Site Authorities will issue such PPE and maintain control of any returnables. Site Authorities will be identified by DND at time of call-up and will normally be staff from Wing Construction Engineering.
9. Contractor's operators working on the Range and Training area will require a Range Safety Brief, supplied by Camp Aldershot. The Contractor is responsible to identify any of their operators who require a Range Safety Brief..
10. The Contractor shall be responsible for the restoration of all disturbed areas including adjacent areas to excavations, disturbed grassed areas, hard surfaces and any other area damaged due to work carried out, as indicated and to the satisfaction of the Project Authority as specified in the Call-up.

Inspection and Supervision

1. The Project Authority will perform quality assurance inspections under this Contract to ensure the work is performed in accordance with the specifications herein.
2. The Contractor must at all times have a supervisor in charge of the work performed under the contract. It is the responsibility of the supervisor to ensure that the work is properly carried out.
3. The Contractor must provide a telephone number where the supervisor or foreman may be reached at all times. The supervisor or foreman shall respond to a call within thirty (30) minutes.

Annex B Basis Of Payment

1. The Contractor will be paid in accordance with the following **Pricing Table** for Work performed in accordance with the **Standing Offer Agreement**. It is MANDATORY that the bidders submit firm prices/rates (*unit price*) for all items listed hereafter. This section, when completed, will be considered as the bidder's Financial Offer.

1.1 Bidders must provide a **firm, all-inclusive** rates during regular working hours, including all required supervision, equipment, upgrades, materials, travel, parts and labour required to complete the work as requested. Pricing includes fuel, oil, lubrication, the rental of equipment complete with operator, paid by the hour for the actual work for each piece of equipment on site. Down time for repairs, greasing, etc., shall not be paid by DND. No payment will be made by DND for equipment not in use or stationery on DND property.

1.1.1 Pricing will be evaluated for the total rates offered for all three (3) years.

1.2 The contractor agrees that the following pricing table to be used for the purposes of the Standing Offer Agreement, that prices as tendered govern in calculating the total amount of tender and the errors in the extension of unit prices and/or the addition of the estimated total prices will be corrected in order to obtain the actual amount of tender.

1.3 The estimated usage (*Est. Usage*), if provided, is an estimate only for the purposes of evaluation does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

1.4 All deliverables (if applicable) are FOB Destination, and Canadian Customs Duty included, where applicable.

1.5 No rate adjustments will be provided for either legislated minimum wage increases or increases in employer contributions.

1.6 Contractor shall provide cost estimates for additional service or miscellaneous equipment when requested. Actual cost will not be greater than 10% of the estimated net cost.

1.7 If you are quoting an "or equal" piece of equipment, please indicate and provide technical documentation.

1.8 Down time for repairs, greasing, etc. Shall NOT be paid for by DND.

2. Definitions:

Regular Working Hours: Monday to Saturday 7:30 a.m. - 6:00 p.m.

2.1 Travel and accommodations (if necessary, requested and authorized) to be included in the rate for each service call for each location, and shall not exceed the Treasury Board Travel and Living Allowances, which can be found at Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp).

2.2 Canada will not accept travel and living expenses incurred by any contractor as a consequence of a relocation required to satisfy the terms of this Standing Offer or any resulting contract.

Fair Wage Schedules for Federal Construction Contracts may be viewed and obtained from web site at:

<http://www.hrsdc.gc.ca?asp?gateway.asp?hr=en/lp/lo/lswf/fw/schedule.shtml&hs-cgp>

Contractors should also note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.

Year 1:

Column A	Column B Item Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per unit	Column F Extended Price= (Col D*Col E)
1	Backhoe - 580 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
2	Dump Truck - tandem.	Per hour	800	\$ _____	\$ _____
3	Front End Loader - 520 Dresser or equalvalent.	Per hour	500	\$ _____	\$ _____
4	Bulldozer - 450 Case or equalvalent.	Per hour	600	\$ _____	\$ _____
5	Excavator - 215 Case or equalvalent.	Per hour	1200	\$ _____	\$ _____
6	Loader c/w 3048mm (12') hydraulic angle blade - 621 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
7	Skid Steer c/w 1270mm (5') bucket and blower or equalvalent.	Per hour	100	\$ _____	\$ _____
8	Snowblower sidewalk 30hp.	Per hour	100	\$ _____	\$ _____
9	Spreader salt/sand type towable.	Per hour	100	\$ _____	\$ _____
10	General Labour	Per Hour	300	\$ _____	\$ _____
Total Year 1 (Y1)					\$ _____

Option Year 1:

Column A	Column B Item Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per unit	Column F Extended Price= (Col D*Col E)
1	Backhoe - 580 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
2	Dump Truck - tandem.	Per hour	800	\$ _____	\$ _____
3	Front End Loader - 520 Dresser or equalvalent.	Per hour	500	\$ _____	\$ _____
4	Bulldozer - 450 Case or equalvalent.	Per hour	600	\$ _____	\$ _____
5	Excavator - 215 Case or equalvalent.	Per hour	1200	\$ _____	\$ _____
6	Loader c/w 3048mm (12') hydraulic angle blade - 621 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
7	Skid Steer c/w 1270mm (5') bucket and blower or equalvalent.	Per hour	100	\$ _____	\$ _____
8	Snowblower sidewalk 30hp.	Per hour	100	\$ _____	\$ _____
9	Spreader salt/sand type towable.	Per hour	100	\$ _____	\$ _____
10	General Labour	Per Hour	300	\$ _____	\$ _____
Total Option Year 1 (OY1)					\$ _____

Option Year 2:

Column A	Column B Item Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per unit	Column F Extended Price= (Col D*Col E)
1	Backhoe - 580 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
2	Dump Truck - tandem.	Per hour	800	\$ _____	\$ _____
3	Front End Loader - 520 Dresser or equalvalent.	Per hour	500	\$ _____	\$ _____
4	Bulldozer - 450 Case or equalvalent.	Per hour	600	\$ _____	\$ _____
5	Excavator - 215 Case or equalvalent.	Per hour	1200	\$ _____	\$ _____
6	Loader c/w 3048mm (12') hydraulic angle blade - 621 Case or equalvalent.	Per hour	400	\$ _____	\$ _____
7	Skid Steer c/w 1270mm (5') bucket and blower or equalvalent.	Per hour	100	\$ _____	\$ _____
8	Snowblower sidewalk 30hp.	Per hour	100	\$ _____	\$ _____
9	Spreader salt/sand type towable.	Per hour	100	\$ _____	\$ _____
10	General Labour	Per Hour	300	\$ _____	\$ _____
Total Option Year 2 (OY2)					\$ _____

The Grand Total amount, will be the amount that will be considered during evaluation of all bids tendered.

TOTAL ALL YEAR: Y1 + OY1 + OY2 = \$ _____

Solicitation No. - N° de l'invitation

W0102-12J427/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69311

Buyer ID - Id de l'acheteur

hal220

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

CCC No./N° CCC - FMS No/ N° VME

W0102-12-J427

**ANNEX D
BOARD OF DIRECTORS**

PROVIDE A COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY ON THE BOARD OF DIRECTORS.

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

**ANNEX A
SPECIFICATIONS**

DEPARTMENT OF NATIONAL DEFENCE



14 WING GREENWOOD

SPECIFICATION

HEAVY EQUIPMENT RENTAL

14 WING GREENWOOD, NS

**JOB NO. L-g111-9900/1012
J-427**

2012-10-16

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01 - General Requirements</u>		
01001	Summary of Work	1
01545	Safety Requirements	1
01546	Fire Safety Requirements	1
01547	Hazardous Material	2
01560	Environmental Protection	1
01710	Cleaning	1
01951	Heavy Equipment Rental	1

- 1 Site Visit .1 Before submitting a Tender, the Contractor may visit the site and acquaint himself with all ascertainable conditions that may affect his work.
- .2 Consult with Engineer or his representative regarding services available, material accommodations the Contractor may require, access to the site and obtain any and all information that may affect the Contractor's Tender.
- 2 Location of Site .1 14 Wing Greenwood is located 150 km west of Halifax and 4 km south of Highway 101 near Kingston, Kings County, NS.
- 3 Description of Work .1 Work under this SOA comprises the provision of all labour, material and equipment required to complete the work in accordance with the specifications for this project.
- .2 Specified work is to be carried out at the following locations:
.1 Various areas at 14 Wing Greenwod.
- .3 In general terms, the work includes the following:
.1 Heavy Equipment rental.

1 Construction
Safety Measures

- .1 Observe construction safety measures required by Canadian Labour Code, Provincial Government Regulations, Workers' Compensation Board and municipal statutes and authorities.
- .2 In event of conflict or discrepancy between any provisions of above authorities, Engineer will approve direction as to which requirements shall govern.
- .3 The Contractor to comply with all standing orders or other regulations in force on the site where work is to performed.
- .4 Contractor created hazards to be marked with warning signs and barriers.

PART 1 - GENERAL

- 1.1 Fire Department Briefing .1 Engineer will coordinate arrangements for the contractor to be briefed on Fire Safety at their pre-work conference by Fire Chief before any work is commenced.
- 1.2 Reporting Fires .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
.1 Activate nearest fire alarm box; or
.2 Telephone 911.
- .3 Person activating fire alarm box will remain at the box to direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.3 Smoking Precautions .1 Observe at all times smoking regulations.
- 1.4 Questions and/or Clarification .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief.

-
- 1 General
- .1 Contractors and their personnel to read and be familiar with this section and its requirements.
 - .2 Contractor to post, in a noticeable location on job site, the following names and emergency telephone numbers:
 - .1 14 Wing Greenwood:
 - .1 Wing Fire Chief (WFC) - 765-1494
Local 5206.
 - .2 Engineer - 765-1494 - Local 1531.
 - .3 911.
 - .4 Wing Hazardous Materials
Coordinator - 765-1494 - Local 5792..
 - .3 Encounters with material suspected of being hazardous and not previously identified are to be reported to Engineer immediately, and work in this area of project halted until direction is received from Engineer.
 - .4 Contractors are to comply with regulations and procedures or Federal, Provincial and local area environmental protection agency when dealing with hazardous materials.
 - .5 Enquiries regarding Hazardous Materials can be directed to Wing Hazardous Materials Coordinator.
- 2 Reference Standards
- .1 NFC-2010 - National Fire Code of Canada 1995.
 - .2 CLC-Part IV - Canada Labour Code.
 - .3 WHMIS - Workplace Hazardous Materials Information System (Federal Legislation Bill C-70).
 - .4 Hazardous Products Act and Regs.
 - .5 Interprovincial Movement of Hazardous Waste Regs.
 - .6 Occupational Health and Safety Regulations specifically Section 10.
 - .7 Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
 - .1 Explosives Act.
 - .2 Atomic Energy Control Act.
-

- 2 Reference Standards (Cont'd) .7 (Cont'd)
.3 Pest Control Products Act.
- 3 Compliance .1 In event of conflict between the requirements referred to throughout this section and in paragraph 2 - Reference Standards, the more stringent requirement to govern.
- 4 Spills and Leaks .1 Notify Wing Fire Department, Wing Environment Officer and Engineer at 14 Wing CFB Greenwood immediately in the event of a spill or leak. Wing Fire Chief will coordinate and direct clean-up.
- .2 Prevent injury to personnel until responsible authorities arrive and implement procedures necessary to contain and secure spill area.
- .3 Spills and leaks resulting from Contractor neglect or mishandling to be cleaned up at Contractor's expense.

- 1 Fires .1 Fires and burning of rubbish on site not permitted.
- 2 Disposal of Wastes .1 Do not dispose of hazardous materials and/or hazardous waste, in accordance with all applicable Federal Regs.
- .2 Garbage, recyclables and compostables are to can be disposed of at either of two Valley Waste-Resource Management (VWRM) centres. The Eastern Management Centre is located in the Kentville Industrial Park and the Western Management Centre is located north of the village of Lawrencetown. Any other site that has been approved by the Department of the Environment of NS can also be used for disposal of the above items.
- .3 A copy of Industrial Approval certificates from Department of the Environment of Nova Scotia will be required from the contractor for sites that he will be using prior to any disposal.

- 1 General .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .2 At all times be extremely cautious to ensure that no debris or other hazardous impediments are left lying in locations that will cause unsafe conditions.
- .3 Disposal of debris to be the Contractor's responsibility and to be off DND property at approved dump site for material to be disposed of.
- 2 Definitions .1 FOD(Foreign Object Damage): any and/or all materials and/or debris that could cause damage to aircraft. This terminology is used in airport environments of which 14 Wing Greenwood is considered as.

PART 1 - GENERAL

- 1.1 Description .1 The work under this SOA comprises the furnishing of all labour, materials, and equipment required to provide rental of heavy equipment at 14 Wing Greenwood, Kings County, Nova Scotia.
- .2 Rental equipment to be a minimum of the following:
- .1 Backhoe - 580 Case or equalvalent.
 - .2 Dump Truck - tandem.
 - .3 Front End Loader - 520 Dresser or equalvalent.
 - .4 Bulldozer - 450 Case or equalvalent.
 - .5 Excavator - 215 Case or equalvalent.
 - .6 Loader c/w 3048mm (12') hydraulic angle blade - 621 Case or equalvalent.
 - .7 Skid Steer c/w 1270mm (5') bucket and blower or equalvalent.
 - .8 Snowblower sidewalk 30hp.
 - .9 Spreader salt/sand type towable.
 - .10 General Labour. collected. This data is to provide DND with statistical information only.
- .3 Provision shall be made by the Contractor to supply a replacement vehicle(s) equal to the above to maintain continuity of service throughout the Contract.