

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

**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Brunswick  
E2L 2B9**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Tracked Excavator Rental w/Operator	
<b>Solicitation No. - N° de l'invitation</b> W0105-12E065/A	<b>Date</b> 2012-07-06
<b>Client Reference No. - N° de référence du client</b> W0105-12E065	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-007-3094
<b>File No. - N° de dossier</b> PWB-2-35031 (007)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-31</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ellis-Herring, Alison PWB	<b>Buyer Id - Id de l'acheteur</b> pwb007
<b>Telephone No. - N° de téléphone</b> (506)636-3908 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Tracked Excavator Rental with Operator Base & Training Area CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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. Summary
3. 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. 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 Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws
12. Estimates
13. Insurance Requirements

Solicitation No. - N° de l'invitation

W0105-12E065/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb007

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

W0105-12E065

File No. - N° du dossier

PWB-2-35031

CCC No./N° CCC - FMS No/ N° VME

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## **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions

### List of Annexes:

- Annex A - Basis of Payment
- Annex B - Certifications
- Annex C - Specification

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

Part 1 General Information: provides a general description of the requirement;

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Basis of Payment, Certifications and Specifications.

## **2. Summary**

The Department of National Defence (DND), Various Buildings, CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered in this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to conduct High Voltage Power Distribution Systems Maintenance and Repair at CFB Gagetown and Outlying areas, New Brunswick. The work will be performed as and when requested, from date of award to March 31, 2014, in accordance with the Specifications attached Annex "C".

This agreement is subject to the provisions of the Agreement on Internal Trade.

## **3. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **1.1 SACC Manual clauses**

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

### **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.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

### **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 New Brunswick.

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.

Solicitation No. - N° de l'invitation

W0105-12E065/A

Amd. No. - N° de la modif.

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pwb007

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CCC No./N° CCC - FMS No/ N° VME

W0105-12E065

PWB-2-35031

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

#### **Section I: Financial Offer**

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



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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

#### **1.1 Financial Evaluation**

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

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

2.1 Two (2) standing offers will be recommended for use as a result of this Solicitation. The two (2) highest ranked offers will be recommended for issuance of a RISO based on an ideal business distribution percentage which has been pre-established as follows: 60% of the business volume to the top ranked offer and 40% of the business volume to the second ranked offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 the 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of Standing Offer

The certifications listed in **Annex "B" Certifications** 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 requirements within that time period will render the offer non-responsive.

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex B**. 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 fulfill the requirement in accordance with the Specification in Annex "C".

#### **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 Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3. Term of Standing Offer**

##### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award to March 31, 2014.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Alison Ellis-Herring  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
189 Prince William, Room 421  
Saint John, N.B.  
E2L 2B9

Telephone: (506) 636-3908

Facsimile: (506) 636-4376

E-mail address: alison.ellis-herring@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 identified in the call-up against the Standing Offer.

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

#### **4.3 Offeror's Representative**

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

Telephone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

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

#### **5. Identified Users**

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

#### **6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

#### **7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Harmonized Sales Tax included).

#### **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$2,000,000.00 (Harmonized Sales Tax extra) 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 4 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.

## **9. 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 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

## **10. Certifications**

### **10.1. 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.

## **11. 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 New Brunswick.

## **12. Estimates**

SACC Manual clause M3800C (2006-08-15) Estimates

## **13. Insurance Requirements**

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

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

The Contractor must forward to the Standing Offer Authority within seven (7) days after request form the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **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**

Supplemental General Conditions 2010C (2011-05-16), 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**

Refer to "Annex "A", Basis of Payment"

#### **4.2 Limitation of Price**

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

#### **4.3 Single Payment**

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

### **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.



### ANNEX A - BASIS OF PAYMENT PRICING SCHEDULE

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	315 Cat Excavator or equivalent	Hour	3,600	_____	_____
2	320 Cat Excavator or equivalent	Hour	14,000	_____	_____
3	320 Cat Excavator with bushhog or equivalent	Hour	3,600	_____	_____
4	320 Cat Excavator with hydraulic hammer or equivalent	Hour	200	_____	_____
5	330 Cat Excavator or equivalent	Hour	600	_____	_____
6	Mobilizations between worksites	Hour	100	_____	_____

<b>Total Estimated Amount used for Evaluation</b>	_____
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Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

## ANNEX "B"

### Certifications Precedent to Standing Offer Award

1. 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.

2. Equipment list

Contractor shall provide a list of equipment to include year, make and model, as specified in Section 01 59 30, Subsection 1.3 of the specification. Equipment shall be inspected and accepted by Engineer prior to issuance of Standing Offer Agreement.

3. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

### INSURANCE REQUIREMENTS

#### 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 the Department of National Defence.
  - (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.

Solicitation No. - N° de l'invitation

W0105-12E065/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-2-35031

Buyer ID - Id de l'acheteur

pwb007

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

W0105-12E065

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX C**

### **SPECIFICATION**



**DEPARTMENT OF NATIONAL DEFENCE  
3 AREA SUPPORT GROUP  
ENGINEER BRANCH  
CFB GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
TRACKED EXCAVATOR RENTAL WITH OPERATORS  
BASE AND TRAINING AREA**

**DATE OF AWARD TO 31 MARCH 2014**

  
Designed by  Fire Inspector

 Project O  Engineering O

**PF No:**  
**Job No:** L-G2-9900/1571

**Date:** 2012-03-08

<u>Section</u>	<u>Title</u>	<u>Pages</u>
----------------	--------------	--------------

Division 00 - Procurement and Contracting Requirements

00 21 13	Instructions to Bidders	6
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Division 01 - General Requirements

01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
01 59 30	Equipment Rental	2

PART 1 - GENERAL

1.1 Description of Work .1 The work covered under this Standing Offer Agreement comprises the supply and maintenance of Tracked Excavators with operators on a rental basis at CFB Gagetown when requested on Form CF942, Call-Up Against A Standing Offer, and as specified herein.

1.2 Duration of Standing Offer .1 This Standing Offer Agreement will extend from Date of Award to 31 March 2014.

1.3 References .1 Canada Labour Code Part II.  
.2 The New Brunswick Occupational Health and Safety Act, 1991.

1.4 Workmanship .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.  
.2 Operators must be qualified to perform all required tasks, as directed by Engineer.

1.5 Engineer .1 The Engineer as defined and stated in this specification will be the Commanding Officer 3 ASG Engineer Branch or a designated representative. The address of the Engineer is:

Contracts Office  
3ASG Engineer Branch  
Building B18  
CFB/ASU Gagetown PO BOX 17000 Station Forces  
Oromocto, N.B. E2V 4J5

Tel.(506) 422-2000 Ext. 2677  
Fax (506) 422-1248

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- 1.6 Liability Insurance .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) to PWGSC before the award of this Standing Offer Agreement.
- 1.7 Equipment .1 Contractors shall provide to PWGSC a list of equipment to include year, make and model, as specified in Section 01 59 30, Sub Section 1.3.
- .2 Equipment shall be inspected and accepted by Engineer prior to issuance of Standing Offer.
- .3 Equipment is subject to inspection and acceptance by the Engineer at all times. Equipment found to be unacceptable must be repaired or replaced within 8 working hours by the Contractor at their expense.
- 1.8 Setting Out of Work .1 Engineer will set stakes to define location, alignment and elevations of work.
- .2 Engineer is responsible for obtaining a permit to excavate. The Contractor will keep a copy of the permit at the site to be made available upon request.
- 1.9 Delivery Points .1 Mobilization of equipment to and from CFB Gagetown will be at the Contractor's expense.
- .2 The Engineer will advise the Contractor as to the exact location for delivery within the area of work.
- 1.10 Documents Required .1 Maintain at the job site one copy each of the following:
- .1 Specifications; and
- .2 Addenda.
- 1.11 Contractor's Use of Site .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
-



1.11 Contractor's  
Use of Site  
(Cont'd)

- .3 Do not unreasonably encumber the site with materials or equipment.

1.12 Guarantee

- .1 The Contractor will guarantee all workmanship for a period of one year after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

1.13 Codes and  
Standards

- .1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.14 Overloading

- .1 Contractor is responsible to ensure that no part of the work performed subjects adjacent structures to unsafe loads or permanent deformation.

1.15 Clean Up

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or

1.15 Clean Up  
(Cont'd)

- .1 (Cont'd)  
equipment from the job site without permission from the Engineer.

1.16 Work  
Requisition

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;  
.1 The Contractor will provide service on an on demand basis, when requested by the Engineer;  
.2 The Contractor shall advise the Engineer of the telephone number at which they or their representatives may be contacted at any time;  
.3 The Contractor, on receipt of an acceptance of Tender, will be advised by the Engineer, in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;  
.4 The Contractor will not refuse any call for service and will respond within 24 hours on normal service calls and 4 hours on emergency calls; and  
.5 When service is required, the Engineer shall notify the Contractor and detail the requirement. Service will be requested on Form CF - 942, Call-Up Against a Standing Offer. The form will detail the requirement and will be signed by the Engineer or authorized representative. One copy of this form will be given to the Contractor. The Contractor will retain one copy and return one copy to the Engineer with their invoice.

1.17 Quantities and  
Basis of Payment

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.  
.2 The contractor will submit hourly rates in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, transportation and profit.  
.1 **315 Cat Excavator or equivalent**  
(Estimated Quantity 3600 hours);  
.2 **320 Cat Excavator or equivalent**  
(Estimated Quantity 14000 hours);  
.3 **320 Cat Excavator with bushhog or equivalent** (Estimated Quantity (3600 hours);

1.17 Quantities and .2  
Basis of Payment  
(Cont'd)

(Cont'd)

.4 **320 Cat Excavator with hydraulic hammer**  
or equivalent (Estimated Quantity 200 hours);  
.5 **330 Cat Excavator** or equivalent  
(Estimated Quantity ( 600 hours); and  
.6 **Mobilizations between worksites.**  
(Estimated Quantity 100 hours).

- .3 Excavators rented for this contract are to be a model for the year 2002 or newer. Equipment older than 2002 will have to have A full inspection before it is allowed on DND property.
- .4 Rental of Excavators with operators will be measured in hourly rates for time on site and working.
- .5 If Equipment is no longer required due to weather conditions or other circumstances there will be no minimum daily hours.
- .6 The above quantities may increase or decrease and are to be used by the Contractor as a guide only. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .7 Time charged and contract price may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.

1.18 Contractor  
Passes

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.

1.18 Contractor  
Passes  
(Cont'd)

- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

1.19 Security  
Clearance

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.

## PART 1 - GENERAL

### 1.1 References

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .3 National Building Code of Canada, 2010.

### 1.2 Regulatory Requirements

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2005, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### 1.3 Responsibility

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 CFB Gagetown Construction Engineering Branch employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not

- 1.3 Responsibility .4 (Cont'd)
- (Cont'd)
- forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats, safety glasses, footwear and safety vests are to be worn at all times.
- 1.4 Unforeseen Hazards .1
- Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.
- 1.5 Correction of Non-Compliance .1
- Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.
- 1.6 Work Stoppage .1
- Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

PART 1 - GENERAL

- 1.1 Reporting Fires .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:  
.1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.2 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:  
.1 obstructed;  
.2 shut-off; and  
.3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- 1.3 Fire Extinguishers .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.
- 1.4 Blockage of Roadways .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.
- 1.5 Smoking Precautions .1 Observe smoking regulations at all times.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.

1.6 Rubbish and  
Waste Materials  
(Cont'd)

- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.7 Flammable and  
Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.8 Hazardous  
Substances

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.



- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

.1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

PART 1 - GENERAL

- 1.1 General .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc). Spill kits are required on all work sites and are to be supplied by contractor. Fuel or hydraulic leaks, equipment is to be shut down and not moved from site until cleared by Engineer.

PART 1 - GENERAL

- 1.1 Description of Requirement .1 This section specifies requirements for supply, maintenance and operators for tracked excavators .
- 1.2 Rental Conditions .1 Equipment provided for the purpose of this agreement are accepted at the risk of the supplier for the duration of the contract.
- 1.3 Equipment .1 No claim, demand or legal proceeding is to be brought against the Crown in respect to damage of equipment caused by negligence of the operator.
- .2 The following equipment or equivalent equipment is required for this Standing Offer Agreement:
- .1 315 Cat Excavator or equivalent with bucket capacity range (heaped) from 0.4 to 0.8 cubic meters, with ditching bucket or hydraulic thumb if required and operating weight approximately 16,000 kilograms, estimated quantity 12 (twelve);
- .2 320 Cat Excavator or equivalent with bucket capacity range (heaped) from 0.4 to 1.5 cubic meters, with ditching bucket operating weight approximately 21,000 kilograms, estimated quantity 4 (four);
- .3 320 Cat Excavator or equivalent with bucket capacity range (heaped) from 0.4 to 0.8 with a thumb attachment, cubic meters and operating weight approximately 21,000 kilograms, estimated quantity 20 (twenty);
- .4 320 Cat Excavator or equivalent with bucket capacity range (heaped) from 0.4 to 0.8, cubic meters and operating weight approximately 21,000 kilograms, estimated quantity 12 (twelve);
- .5 320 Cat Excavator or equivalent with bushhog, equivalent to DAH-150, with 1460 mm (57 in.) cutting swath width and 3000 rpm with its own separate hydraulic pump, maximum reach at ground level = 8.0 m, operating weight approximately 21,000 kilograms, estimated quantity 4 (four);
- .6 320 Cat Excavator or equivalent with NPK E-210A Hydraulic Hammer or equivalent with minimum 3149 Joule CIMA impact rating, and

1.3 Equipment  
(Cont'd)

- .2 (Cont'd)
- .6 (Cont'd)  
operating weight approximately 21,000 kilograms, estimated quantity 1 (one); and
- .7 330 Cat Excavator or equivalent with bucket capacity range (heaped) from 0.7 to 2.2 cubic meters, with thumbs, and operating weight approximately 33,000 kilograms estimated quantity 2 (two).
- .3 License in accordance with provincial regulations.
- .4 To be equipped with standard night working lights.
- .5 Equipped with back-up beeper and horn.
- .6 Repair any damage to equipment expeditiously.
- .7 Maintain equipment in good running order for duration of the contract.
- .8 Lubrication, filter replacement and fluid level checks will be carried out by the Contractor. All on site repairs and maintenance will be carried out by the Contractor at their expense. The Contractor shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all on site maintenance. The Contractor shall also be responsible, at their expense, for the Base storage, issue and control of these commodities and for the collection, removal and proper disposal of waste oils, filters and containers.
- .9 Contractor's equipment operators will be fully licensed in accordance with provincial requirements and workmanship to be performed to a industry standard.
- .10 Contractor to supply, at no extra charge to DND, all fuels necessary for the duration of the contract.