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

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**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><br>Gagetown Soil Comp & Grader Rental   |  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0105-13E047/A   |  | <b>Date</b><br>2013-02-08  |
| <b>Client Reference No. - N° de référence du client</b><br>W0105-13E047  |  | <b>Amendment No. - N° modif.</b><br>001                              |
| <b>File No. - N° de dossier</b><br>PWB-2-35147 (004)   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$PWB-004-3215   |  |  |
| <b>Date of Original Request for Standing Offer</b><br>Date de la demande de l'offre à commandes originale  |  | 2013-02-06   |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2013-02-28</b>   |  | <b>Time Zone<br/>Fuseau horaire</b><br>Atlantic Standard<br>Time AST |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Doucet, Gisele PWB  |  | <b>Buyer Id - Id de l'acheteur</b><br>pwb004                         |
| <b>Telephone No. - N° de téléphone</b><br>(506) 636-4541 ( )   | <b>FAX No. - N° de FAX</b><br>(506) 636-4376 |  |
| <b>Delivery Required - Livraison exigée</b>  |  |  |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b>  |  |  |
| <b>Security - Sécurité</b><br>This revision does not change the security requirements of the Offer.<br>Cette révision ne change pas les besoins en matière de sécurité de la présente offre. |  |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |  |   |
|--|--|---|
| <b>Acknowledgement copy required</b><br><b>Accusé de réception requis</b>  | <b>Yes - Oui</b><br><input type="checkbox"/> | <b>No - Non</b><br><input type="checkbox"/> |
| <b>The Offeror hereby acknowledges this revision to its Offer.</b><br><b>Le proposant constate, par la présente, cette révision à son offre.</b>   |  |   |
| <b>Signature</b>   | <b>Date</b>                                  |   |
| Name and title of person authorized to sign on behalf of offeror. (type or print)<br>Nom et titre de la personne autorisée à signer au nom du proposant.<br>(taper ou écrire en caractères d'imprimerie) |  |   |
| <b>For the Minister - Pour le Ministre</b>   |  |   |

Solicitation No. - N° de l'invitation

W0105-13E047/A

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

W0105-13E047

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWB-2-35147

Buyer ID - Id de l'acheteur

pwb004

CCC No./N° CCC - FMS No/ N° VME

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This Revision to a Request for a Standing Offer No. 1 is being issued to include the Specification..

The following Addendum to the tender is effective immediately. This addendum shall form part of the contract documents.

**All other terms and conditions remain the same.**

1. **SPECIFICATION**

The attached Specification is to be included with the Request for a Standing Offer (RFSO) Solicitation Documents - Annex "D".



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

**SPECIFICATION**

**STANDING OFFER AGREEMENT**

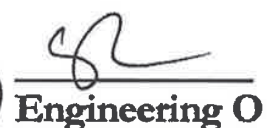
**SELF PROPELLED SOIL COMPACTOR  
AND GRADER RENTAL WITH OPERATORS  
BASE AND TRAINING AREA**

**01 APRIL 2013 TO 31 MARCH 2015**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**

**Job No:** L-G2-9900/1605

**Date:** 2012-12-12

| <u>Section</u>  | <u>Title</u>                   | <u>Pages</u> |
|---|--------------------------------|--------------|
| <u>Division 00 - Procurement and Contracting Requirements</u> |                                |              |
| 00 21 13  | Instructions to Bidders        | 6            |
| <u>Division 01 - General Requirements</u>                     |                                |              |
| 01 35 30  | Health and Safety Requirements | 2            |
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| 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 Self Propelled Soil Compactors and Graders 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 01 April 2013 to 31 March 2015.

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

- |                                      |    |  |
|--------------------------------------|----|--|
| <u>1.6 Liability Insurance</u>       | .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.                                |
| <u>1.7 Equipment</u>                 | .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 4 working hours by the Contractor at their expense. |
| <u>1.8 Setting Out of Work</u>       | .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.   |
| <u>1.9 Delivery Points</u>           | .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.   |
| <u>1.10 Documents Required</u>       | .1 | Maintain at the job site one copy each of the following:<br>.1 Specifications; and<br>.2 Addenda.  |
| <u>1.11 Contractor's Use of Site</u> | .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 permanent deformation to working sites.

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 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 .1  
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 CS-323C Cat Compactor or equivalent (Estimated Quantity 250 hours);
- .2 CS-433C Cat Compactor or equivalent (Estimated Quantity 3500 hours);
- .3 CS-563D Cat Compactor or equivalent (Estimated Quantity 750 hours);
- .4 CP-563D Cat Compactor or equivalent (Estimated Quantity 250 hours);
- .5 120H Cat Grader or equivalent (Estimated Quantity 3000 hours); and
- .6 Mobilizations between worksites. (Estimated Quantity 100 hours).



1.17 Quantities and .3  
Basis of Payment  
(Cont'd)

- Rental of Self Propelled Soil Compactors and Graders with operators will be measured in hourly rates for time Self Propelled Soil Compactors and Graders are on site and working.
- .4 If Equipment is no longer required due to weather conditions or other circumstances there will be no minimum daily hours.
- .5 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.
- .6 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.
- .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

- 1.19 Security Clearance  
(Cont'd)
- .1 (Cont'd)  
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 2010, 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. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
  - .4 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 vest and safety glasses 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.

1.8    Hazardous  
Substances  
          (Cont'd)

- .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.

1.9    Questions  
and/or  
Clarification  
                                

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

1.10   Fire  
Inspection  
                                

- .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

- |                               |    |  |
|-------------------------------|----|--|
| <u>1.1 General</u>            | .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.       |
| <u>1.2 Fires</u>              | .1 | Fires and burning of rubbish on site not permitted.  |
| <u>1.3 Disposal of Wastes</u> | .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.                                   |
| <u>1.4 Spill Protection</u>   | .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). |



PART 1 - GENERAL

- 1.1 Description of Requirement .1 This section specifies requirements for supply, maintenance and operators for self propelled soil compactors and graders.
- 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 CS-323C Cat Smooth Drum Compactor or equivalent;
- .1 Centrifugal force(max) = 66.8 kN
- .2 Drum width = 1270 mm
- .2 CS-433C Cat Smooth Drum Compactor or equivalent;
- .1 Centrifugal force(max) = 124.6 kN
- .2 Drum width = 1680 mm
- .3 CS-563D Cat Smooth Drum Compactor or equivalent;
- .1 Centrifugal force(max) = 236 kN
- .2 Drum width = 2130 mm
- .4 CP-563D Cat Padded Drum Compactor or equivalent; and
- .1 Centrifugal force(max) = 236 kN
- .2 Drum width = 2130 mm
- .5 120H Cat Grader or equivalent.
- .1 Flywheel power(net)=125-140hp
- .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 Equipped with roof mounted, 360 degree rotating warning light, with 12 V DC drive mechanism providing a constant speed of 35 revolutions per min. and 2 X 30 W sealed beam

1.3 Equipment  
(Cont'd)

- .6 (Cont'd)  
light units positioned and locked at 6 degrees above horizontal with yellow enclosing dome completely waterproofed and an off/on switch for driver.
- .7 Repair any damage to equipment expeditiously. Contractor will not invoice for machine maintenance or repairs.
- .8 Maintain equipment in good running order for duration of the contract.
- .9 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.
- .10 Contractor's equipment operators will be fully licensed in accordance with provincial requirements.
- .11 Contractor to supply, at no extra charge to DND, all fuels necessary for the duration of the contract.