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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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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:

- Annex A - Requirement
 Annex B - Pricing Sheet
 Annex C - Technical Evaluation Criteria

2. Summary

- (i) Requesting a Regional Individual Standing Offer for the provision of all labour, material, tools and equipment for the rental of Chemical Toilets and Hand Wash Stations as per the specification attached to the Request for Standing Offer, for the Department of National Defence, located within CFB Galetown, Base and Training area and various locations in New

Brunswick and Prince Edward Island on an as and when requested basis for the period from date of award to 31 March 2015.

- (ii) The Offeror **MUST** be registered with WorkSafeNB, and must fulfill the requirement in accordance with the Department of National Defence, Specification L-G2-9900/1609 (2013-04-19) at Annex "A".
- (iii) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, and the Agreement on Internal Trade (AIT).
- (iv) offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

3. Debriefings

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2013/06/01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|-------------------------|------------|
| B3000T | Equivalent Products | 2006/06/16 |
| C9000T | Pricing | 2010/08/16 |
| M0019T | Firm Price and/or Rates | 2007/05/25 |

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.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Pricing Sheet. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: 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 technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

As per Annex "C" - Technical Evaluation Criteria

1.2 Financial Evaluation

The evaluated cost/total offer price will be based on the aggregate of all the extended prices for all of the line items, detailed at Annex B - Pricing Sheet.

1.2.1 SACC Manual Clauses

| SACC Reference | Section | Date |
|-----------------------|---------------------------|-------------|
| M0220T | Evaluation of Price | 2013/04/25 |
| C3011T | Exchange Rate Fluctuation | 2011/01/11 |

2. Basis of Selection**Basis of Selection - Multiple Items**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

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**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist 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 Federal Contractors Program - Certification - \$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 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.

*Signature*_____
*Date***2.2 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 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.

*Signature*_____
*Date***PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS****1. Financial Capability**

SACC Manual clause M9033T (2011/05/16) Financial Capability

2. 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 Part 7 (B), item 8.

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**

The Offeror offers to fulfill the requirement in accordance with the Department of National Defence, Specification L-G2-9900/1609 (2013-04-19) at Annex "A".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 31 March 2015.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annette Bourque
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 1045 Main Street, Unit 108
 Moncton, New Brunswick
 E1C 1H1
 Telephone: (506) 851-2325
 Facsimile: (506) 851-6759
 E-Mail: annette.bourque@pwgsc-tpsgc.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.

5.2 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.

5.3 Offeror's Representative (offeror please complete)

Solicitation No. - N° de l'invitation

W0105-13E060/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct006

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

W0105-13E060

File No. - N° du dossier

MCT-3-36023

CCC No./N° CCC - FMS No/ N° VME

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ ____

Facsimile: ____ ____ ____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
3 Area Support Group
Engineer Branch
CFB Gagetown
Oromocto, New Brunswick
E2V 4J5

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

9. Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,800,000.00 (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) -Standing Offers - Goods or Services
 d) the general conditions 2010C (2013/04/25) - Services (Medium Complexity);
 e) Annex A, Department of National Defence - Specification L-G2-9900/1609 (2013-04-19) ;
 f) Annex B, Pricing Sheet;
 g) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **or** "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable). _____ (insert date(s) of clarification(s) or amendment(s) if applicable).

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

11.2 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|----------------------|------------|
| A0285C | Workers Compensation | 2007/05/25 |

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 **New Brunswick**.

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. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013/04/25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013/04/25) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

Delivery must be made in accordance with Annex A - Department of National Defence - Specification L-G2-9900/1609 (2013-04-19) during the period from date of award to 31 March 2015.

4. Payment

4.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), in accordance with the Pricing Sheet in Annex B. Customs duties are included 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.

4.2 SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|--|------------|
| A9117C | T1204 - Direct Request by Customer Department | 2007/11/30 |
| C6000C | Limitation of Price | 2011/05/16 |
| H1000C | Single Payments | 2008/05/12 |

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - (d) a copy of the monthly progress report.
2. Invoices must be distributed as follows:

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

6. SACC Manual Clauses

| SACC Reference | Section | Date |
|----------------|----------------------------------|------------|
| A9062C | Canadian Forces Site Regulations | 2011/05/16 |
| B7500C | Excess Goods | 2006/06/16 |

7. Inspection and Acceptance

The Commanding Officer 3 ASG Engineer Branch or a designated representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Department of National Defence Specification Job No. L-G2-9900/1609 (2013-04-19) and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

8. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract 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 Contracting Authority within ten (10) days after the date of award of the Contract, 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 Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8.1 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.
- (n) n/a
- (o) n/a
- (p) n/a
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (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.

8.2 Automobile Liability Insurance

(Required only if the contractor comes onto Canada's premises to perform the work)

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



**DEPARTMENT OF NATIONAL DEFENCE
ENGINEER SERVICES SQUADRON
ENGINEER SERVICES UNIT
CFB GAGETOWN**

SPECIFICATION

STANDING OFFER FOR
PROVISION AND SERVICING OF CHEMICAL TOILETS,
HAND WASH STATIONS AND PORTABLE SHOWERS IN NEW
BRUNSWICK AND PRINCE EDWARD ISLAND
FROM DATE OF AWARD TO 31 MARCH 2015


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-G2-9900/1609

Date: 2013-04-19

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PART 1 - GENERAL

1.1 Description of Work .1

The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment to provide services as follows:

- .1 Provide and deliver chemical toilets complete with hand sanitizer, barrier free chemical toilets, chemical toilets complete with hand wash stations and two or four person hand wash stations to sites within Canadian Forces Base (CFB) Gagetown and CFB Gagetown Ranges and Training Area (RTA), and various locations in New Brunswick and Prince Edward Island as directed by the Engineer.
- .2 Provide and deliver insulated chemical toilets complete with hand sanitizer, to sites within CFB Gagetown and RTA, and various locations in New Brunswick and Prince Edward Island as directed by the Engineer.
- .3 Provide and deliver shower trailers complete with grey water tank and fresh (potable) water tank, to sites within CFB Gagetown and RTA, and various locations in New Brunswick and Prince Edward Island as directed by the Engineer. Pricing for showers shall include the delivery of fresh water and the disposal of grey water.
- .4 Properly install and level each unit delivered to the site.
- .5 Ensure each unit supplied is winterized during cold weather.
- .6 Provide the requested number of chemical toilets and hand wash stations in a completely usable condition or to the satisfaction of the Engineer.
- .7 Starting the next day after delivery or set up and every second day thereafter; discharge, clean, pressure wash, disinfect, recharge, test and provide all services including toilet paper, paper towels, hand soap and hand sanitizer.
- .8 Repair and/or replace units as necessary as required to ensure all units are continuously serviceable.
- .9 Contractor will supply Material Safety Data Sheets (MSDS) to the Engineer for all products used in the operation, sanitation and winterizing of each unit.

- 1.2 Engineer .1 The Engineer as defined and stated in this specification will be the Commanding Officer Engineer Services Unit or a designated representative.
- .2 The address of the Engineer is:
- Contracts Office
Engineer Services Squadron
Engineer Services Unit
Building B18 CFB Gagetown
PO Box 17000 Stn Forces
Oromocto, NB E2V 4J5
- Tel: (506) 422-2677
Fax: (506) 422-1248
- 1.3 Duration of Contract .1 The duration of this Standing Offer will be from Date of Award to 31 March 2015.
- 1.4 Documents Required .1 Maintain at the job site, one copy of the following:
- .1 Specification;
 - .2 Addenda;
 - .3 Map of CFB Gagetown Range and Training area, Edition 19 or newer; and
 - .4 Section 5 of CFB Gagetown Range Standing Orders, Edition 2013 or newer (Non-Military Use Regulations).
- 1.5 Contractor's Use of Site .1 Access to the site of work will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Access pass for personnel and vehicles for work in RTA will be issued by Range Control, building K-69.
- .4 Do not unreasonably encumber the site with equipment.
-

-
- 1.6 Equipment Removal
- .1 Equipment, units and trailers as described in Sections 1.7, 1.8 and 1.9 will be removed from DND property immediately following the end date specified in the request for service. Failure to do so could result in damage to unattended units, which will be deemed the Contractor's responsibility if damage occurred after the rental period.
 - .2 Units left on DND sites after the rental period has expired will continue to be serviced as described in 1.1.7, at no charge to the Engineer.
 - .3 Notwithstanding Section 1.14.5 of this specification, units damaged during the rental period must be reported immediately to the Military Police at 506-422-1419. Section 1.14.5 provides safety procedures which take priority over damaged equipment
 - .4 The Contractor will not remove units from the site during the rental period except to replace an inoperative unit and only with approval from the Engineer.
- 1.7 Chemical Toilets
- .1 Standard chemical toilets will be equipped as follows:
 - .1 Completely self-contained portable sanitation unit mounted on skids;
 - .2 Free of objectionable odours;
 - .3 Have a holding tank with a usable capacity of 273 litres (minimum) to retain all waste until the toilet is cleaned;
 - .4 Manufactured of fibreglass and high impact plastic materials;
 - .5 Operate in all weather conditions;
 - .6 Operated with approved bio-degradable chemicals;
 - .7 Have instant hand sanitizer dispenser affixed inside each unit; and
 - .8 Have cleaning log affixed inside to record date and time of servicing as per Section 1.1.7.
 - .2 Barrier Free chemical toilets will be equipped in addition to 1.7.1 as follows:
 - .1 Completely self-contained portable sanitation unit with floor at ground level to provide easy wheelchair access;
 - .2 Have a minimum of 3 grab bars mounted on the inside walls to ease mobility;
-

1.7 Chemical Toilets.2
(Cont'd)

(Cont'd)
.3 Have a minimum door frame width of 85 cm inside diameter; and
.4 Have an adequate interior room to maneuver a wheelchair.

- .3 Chemical toilets complete with built in hand wash station will be equipped in addition to 1.7.1 as follows:
.1 Hand wash unit to be hands-free operation via foot pump;
.2 Fresh and grey-water tanks of durable polyethylene; and
.3 Towel rack paper towel holder and liquid soap dispenser.
- .4 Insulated Chemical toilets will be equipped in addition to 1.7.1 as follows:
.1 Insulating jacket to cover the exterior of the chemical toilet; and
.2 Underwriters Laboratories Of Canada (ULC) listed or Canadian Standards Association certified portable ceramic or similar 120 Volt AC electric heater to be plugged into a power source provided by the Engineer.
.3 Power cords for heaters and or lights shall be routed in accordance with Canadian Electrical Code (CEC) 2012 Edition in a safe and approved manner. This includes but is not limited to the facts that they shall not be routed through the door opening, shall not be laid on the floor, shall not be allowed to pass where liquids are likely to be present, shall not cause a tripping hazard, and shall not be hung or routed so as to cause strain on any cable or connection.

1.8 Hand Wash
Station

- .1 Hand wash stations will be equipped as follows:
.1 hands-free operation via foot pumps;
.2 fresh and grey-water tank of durable polyethylene; and
.1 Two Person to be equipped with two position towel rack paper holder and two position liquid soap dispenser.
.2 Four Person hand wash station to be equipped with four position liquid soap dispenser and four position towel rack paper holder.

1.9 Portable
Shower Trailer

- .1 Shower trailers will be equipped as follows:
 - .1 Must be portable and totally self-contained;
 - .2 Must have a minimum of six shower stalls;
 - .3 Ability to hook to external water and power supply;
 - .4 Contain electric or on-demand propane water heater;
 - .5 Grey water holding tank must be able to contain a minimum of 800 gallons; and
 - .6 Fresh water holding tank must be able to contain a minimum of 275 gallons.

1.10 Work Standards

- .1 In the event of spillage at the site during loading or in transit, the affected area will be cleaned by the Contractor and treated with lime and report each instance immediately to the Base Firehall at 506-422-2106.
- .2 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practices.

1.11 Equipment
and Regulations

- .1 Equipment to be of adequate capacity to handle the volume of units in service at any one time.
- .2 Equipment and operators will be licensed in accordance with regulations of the Province of New Brunswick.
- .3 Contractor will provide proof to PWGSC prior to award of contract that the successful bidder carries a minimum of two million dollars (\$2,000,000.00) Public Liability and Property Damage Insurance.
- .4 Contractor is to ensure adherence by their personnel to DND Regulations pertaining to traffic control, parking and speed limits.

1.12 Codes and
Standards

- .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.
-

1.12 Codes and Standards (Cont'd)

- .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.

1.13 Waste Disposal

- .1 DND will provide at no cost to the Contractor a disposal location for all waste removed in accordance with this contract as directed by the Engineer.
- .2 Employees must register in the Contractors log book located in the Contracts Office in building B-18 when discharging waste. Material and quantity dumped to be indicated in the log book.
- .3 Employees must inform the Commissionaire located at PC 42 in Petersville when discharging waste in the Petersville lagoon. Contractor slip with time, date and quantity of material dumped is to be indicated on slip. The slip is to be signed by Commissionaire and one copy to be left with the Commissionaire to be forwarded to the Engineer.

1.14 Safety Measures

- .1 Observe and enforce safety regulations required by Part 2 Canada Labour Code; Canada Occupational Health and Safety Regulations; Occupational Health and Safety Regulations 91-191; Provincial Government; Workplace Health, Safety and Compensation Commission of New Brunswick (WHSCC); all applicable Federal, Provincial and Municipal Legislation, CFB Gagetown Range Standing Orders Section 5 and Engineer Branch Safety Policies.

1.14 Safety Measures.2
(Cont'd)

In event of conflict between any provisions of above authorities, the most stringent provision will apply.

- .3 Contractor will ensure all employees working on the Base and Training Area are trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. A photo copy of the certificate will be supplied to the Engineer before work is issued.
- .4 Contractor will ensure that all employees working in the Training Area familiarize themselves with the most current edition of the CFB Gagetown Range Standing Orders.
- .5 If any unit appears to be damaged by an explosion or explosive device, or if a suspicious object is in or near a unit, do not touch the unit or any suspicious device. Immediately phone Range Control at 506-422-2482 or 506-422-3121 and the report the details. Range Control will provide direction at that time. This takes priority over reporting damage to the Military Police in Section 1.6.3.

1.15 Scope of Work .1

The Contractor will provide service on demand, when requested by the Engineer on form CF 942, Call-up Against A Standing Offer.

- .1 The Contractor will provide service during and after regular working hours including Saturdays, Sundays and Holidays.
- .2 The Contractor will not refuse any call for service requested by the Engineer and will carry out the service within 24 hours on normal calls and 4 hours on emergency calls.
- .3 When service is required, the Engineer will notify the Contractor where units are to be placed as required.
- .4 The Engineer will provide a contact name and telephone number for person requesting unit requirements.
- .5 Units and portable shower trailers will be geographically located throughout the Training Area using the Global Positioning System (GPS). Horizontal coordinates for chemical toilet locations will be collected to within 15m of their actual position. Therefore, a Garmin Model #GPS76 12 channel receiver or Magellan explorist 100 North America Model 14 channel receiver or an equal

1.15 Scope of Work .1
(Cont'd)

(Cont'd)

.5 (Cont'd)

positioning device approved by the Engineer, with a horizontal accuracy of 15 meters will be required. The GPS must be able to convert from GPS World Geodetic System 1984 (WGS84) coordinates (latitude / longitude) to the Universal Transverse Mercator (UTM), North American Datum 1983 (NAD83) coordinates. Coordinates will be given to the Contracts Manager to the nearest metre in the following format: 7 digit Northing (5000000N) and 6 digit Easting (700000E).

.6 If, after contacting the person requesting toilets or hand wash stations, locked gates are encountered blocking access to the location to be accessed, toilets or hand wash stations will be set outside of the gated area in a safe location (not blocking the roadway) and will be moved to the exact location required when gate is later opened.

.7 The Contractor will provide in writing to the Engineer the telephone number at which they or their representative may be contacted at all times.

.8 On receipt of an acceptance of Tender, the Contractor will be advised in writing by the Engineer of the name(s) of persons authorized to request services. Services undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.

1.16 Requirements .1

Quantities of equipment: for the purposes of this Specification the Contractor must have available to them at all times the following minimum numbers of units as laid out in 1.16.1.1 to 1.16.1.7 inclusive. A Unit will be defined as a chemical toilet, chemical toilet complete with hand wash station, barrier free toilet, insulated toilet or hand wash station. Contractor is to submit a separate price for the Portable Shower Trailer.

.1 Minimum number of Standard toilets: 800 units.

.2 Minimum number of Barrier Free Toilets: 20 units.

.3 Minimum number of Toilets complete with built in Hand Wash Station: 75 units.

.4 Minimum number of 2 Person Hand Wash Stations: 30 units.

.5 Number of 4 Person Hand Wash Stations: 60 Units.

1.16 Requirements .1
(Cont'd)

(Cont'd)
.6 Minimum number of insulated toilets: 10 units.
.7 Minimum number of portable shower trailers: 2 shower trailers.

- .2 Standard chemical toilets, chemical toilets with built in hand wash station, barrier free toilets, insulated toilets, portable shower trailers and hand wash stations will be inspected by The Engineer prior to award to ensure that units are acceptable and minimum numbers as indicated above are available.
- .3 Vehicles and trailers shall be of adequate design and tank capacity to transport and relocate reasonable quantities of units, remove wastes from units refill units with water/chemical solution and service units.
- .4 Vehicles will be inspected by The Engineer prior to award to ensure that they are acceptable and capable of carrying out the tasks as indicated in this specification.

1.17 Quantities and .1
Basis for Payment

The Contractor will provide a price which will be the same for all units except that a separate price will be supplied for insulated toilets and a separate price will be supplied for the portable shower trailers.

- .2 The work done under this Standing Offer will be paid on a unit price basis as specified below. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .3 A daily, weekly and monthly price, per unit and per portable shower trailer located in the Base and Training Area as described in this specification:
 - .1 When the daily rate meets or exceeds the weekly rate, the weekly rate will be used; and
 - .2 When the weekly rate meets or exceeds the monthly rate, the monthly rate will be used.
- .4 A daily, weekly and monthly price, per unit and per portable shower trailer located in the remainder of New Brunswick and Prince Edward Island as described in this specification:
 - .1 When the daily rate meets or exceeds the weekly rate, the weekly rate will be used; and

1.17 Quantities and .4
Basis for Payment
(Cont'd)

(Cont'd)
.2 When the weekly rate meets or exceeds the monthly rate, the monthly rate will be used.

- .5 Units and Portable shower units will be in place as required, as per direction by Engineer by 0730 hours on date requested.
- .6 The contractor shall submit in the proposal a rate per extra cleaning of a unit, such that it would apply to daily cleaning of a unit over and above standard cleaning.
- .7 The contractor shall submit in the proposal an hourly rate for the relocation of units and portable shower trailers when the relocation is requested by The Engineer.
- .8 The contractor shall submit in the proposal the replacement costs per unit, per portable shower trailer and per subassembly thereof, due to loss or damage beyond normal wear and tear.

1.18 Contractor
Passes

- .1 All Contractor employees will have in their possession at all times while on the Base or RTA 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 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 2 - Occupational Health and Safety Regulations.
 - .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 2008.
 - .3 WorkSafeNB Guidelines.
 - .4 National Building Code of Canada 2010.
 - .5 National Plumbing Code of Canada 2010.
 - .6 2012 Canadian Electrical Code.
 - .7 2010 National Fire Code of Canada.
 - .8 CFB Gagetown Range Standing Orders Section 5.
- 1.2 Regulatory Requirements
- .1 Do work in accordance with the safety measures of the National Building Code of Canada, the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act, WorkSafeNB Guidelines, the National Plumbing Code of Canada, the Canadian Electrical Code and the National Fire Code of Canada, 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 2, the Contractor is responsible to provide a site-specific Health and Safety Plan. Work is
-

1.3 Responsibility (Cont'd)

- .3 (Cont'd)
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 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 2, 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 and safety glasses are to 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.
- .2 If a suspicious object is found do not touch it. Call Range Control at 506-422-2482 or 506-422-3121.

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 identified instances of non-compliance of health and safety issues.
-

1.5 Correction of Non-Compliance (Cont'd) .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 Fire Safety Plan.1 Contractors and their personnel will be familiar with this section as well as CFB Gagetown and applicable building fire orders which are posted in all Base buildings.
- 1.2 Fire Department Briefing .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief before any work is commenced.
- 1.3 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 the nearest fire alarm pull station;
.2 Telephone 911; and
.3 Range Control Building K69 telephone number 506-422-2482.
- .3 If in the training area you must also call Range Control 506-422-2482.
- .4 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.
- 1.4 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm systems will not be:
.1 Obstructed.
.2 Shut-off.
.3 Left inactive at the end of a working day or shift without authorization from the Fire Chief.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
-

- 1.5 Fire Extinguishers .1 The Contractor shall supply necessary fire extinguishers as scaled by the Base Fire Chief, to protect the work in progress and the contractor's physical plant on site.
- 1.6 Blockage of Roadways .1 The Fire Chief shall be advised of any work that would impede fire fighting apparatus response. This includes violation of minimum overhead clearance as prescribed by the Base Fire Chief, obstruction of fire response traffic lanes, erecting of barricades and the digging of trenches.
- 1.7 Smoking Precautions .1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas. Smoking is not permitted in DND buildings.
- 1.8 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Remove all rubbish from work site at end of work day or shift 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.
- 1.9 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, diesel fuel, kerosene and naphtha that are kept for ready use shall be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters Laboratories of Canada or Canadian Standards Association markings. Storage of quantities of flammable or combustible liquids exceeding 45 litres
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1.9 Flammable and
Combustible Liquids
(Cont'd)

- .2 (Cont'd)
for work purposes requires permission of
the Base 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.

1.10 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 the Base 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.
-

- 1.11 Questions and/or Clarification .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.
- 1.12 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

- 1.1 General .1 Contractors 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 are not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers and removed from DND property.
- .2 Contractor to handle and dispose of hazardous wastes in accordance with the more stringent of federal or provincial legislation.
- .3 Hazardous wastes are not to be disposed of in any bin or container other than an approved hazardous waste collection bin or container.
- .4 Contractor to have permission from Engineer prior to disposal of hazardous or non hazardous waste.
- .5 Do not dispose of waste or volatile materials, such as mineral spirits, petroleum, oil and lubricants, or paint thinner into waterways, storm drains, catch basins or sanitary sewers.
- 1.4 Spill Protection.1 The Contractor must have adequate spill response materials/equipment for any hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).
- .2 When hazardous materials are spilled or released, Contractor must take immediate corrective action and immediately inform proper authorities at the Firehall at local 422-2106.
- .3 Contractor is to dispose of all contaminated spill response cleanup materials in approved manner.
-

ANNEX B - PRICING SHEET - W0105-13E060

| Item No | Requirement | Unit of Issue | A Date of award to 31 March 2015 | B Estimated Units Required | C Estimated Quantities | A*B*C Total |
|--|---|-------------------------------|-------------------------------------|-------------------------------|---------------------------|----------------|
| Base and Training Area | | | | | | |
| 1 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per day | \$ | 50 | 400 days | \$0.00 |
| 2 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per week | \$ | 50 | 1 week | \$0.00 |
| 3 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per month | \$ | 50 | 1 month | \$0.00 |
| 4 | Portable Shower trailers (Rental Only) | per trailer per callup period | \$ | 1 | 1 | \$0.00 |
| 5 | Portable Shower trailers -Grey Water (when requested only) | per hour | \$ | 1 | 1 | \$0.00 |
| 6 | Portable Shower trailers -Fresh Water (When requested only) | per hour | \$ | 1 | 1 | \$0.00 |
| 7 | Portable Shower trailers -cleaning (when requested only) | per trailer | \$ | 1 | 1 | \$0.00 |
| 8 | Portable Shower trailers -Propane restock (When requested only) | per trailer per fill-up | \$ | 1 | 1 | \$0.00 |
| 9 | Moving units & trailers within CFB Gagetown and Training Area | per hour | \$ | | 25 hours | \$0.00 |
| 10 | Extra cleaning and servicing (all units except PS trailers) | per each | \$ | | 500 units | \$0.00 |
| 11 | Extra cleaning and servicing for Portable Shower Trailers | per each | \$ | | 2 units | \$0.00 |
| Various locations in New Brunswick (NB) and Prince Edward Island (PE) | | | | | | |
| 12 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per day | \$ | 50 | 200 days | \$0.00 |
| 13 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per week | \$ | 50 | 1 week | \$0.00 |
| 14 | Same price for all units fully serviced (except Portable Shower trailers) | per unit per month | \$ | 50 | 1 month | \$0.00 |
| 15 | Portable Shower trailers (Rental Only) | per trailer per callup period | \$ | 1 | 1 | \$0.00 |
| 16 | Portable Shower trailers -Grey Water (when requested only) | per hour | \$ | 1 | 1 | \$0.00 |
| 17 | Portable Shower trailers -Fresh Water (When requested only) | per hour | \$ | 1 | 1 | \$0.00 |
| 18 | Portable Shower trailers -cleaning (when requested only) | per trailer | \$ | 1 | 1 | \$0.00 |
| 19 | Portable Shower trailers -Propane restock (When requested only) | per trailer per fill-up | \$ | 1 | 1 | \$0.00 |
| 20 | Moving units & trailers within NB and PE | per hour | \$ | | 25 hours | \$0.00 |
| 21 | Extra cleaning and servicing (all units except PS trailers) | per each | \$ | | 500 units | \$0.00 |
| 22 | Extra cleaning and servicing for Portable Shower Trailers | per each | \$ | | 2 units | \$0.00 |
| Grand Total (Offer evaluation price- items 1 to 22) | | | | | | \$0.00 |

FOR INFORMATION PURPOSES ONLY: Replacement cost of units/trailers due to loss or damage beyond normal wear and tear

| | | | |
|-----|--|----------|----|
| (a) | Same price for all units (except Portable Shower trailers) | per unit | \$ |
| (b) | Portable Shower Trailers | per unit | \$ |

*The estimated quantities and units are for financial evaluation purposes only. For the purpose of the Standing Offer the Offeror must have available to them at all times the minimum number of units as detailed in the spec., item 1.16

ANNEX "C"
Technical Evaluation Criteria

MANDATORY REQUIREMENTS:

Offerors **MUST** meet the mandatory requirements specified below. To demonstrate that the requirements are respected offeror's **MUST** respond with complete specifications and/or descriptive literature.

The complete specifications and/or descriptive literature should be submitted with the offer but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirements. Failure to comply with the request of the Contracting Authority and meet the requirements within that time period will render the offer non-responsive.

Any offer which fails to meet the mandatory requirements will be deemed non-responsive.

| | | Comply Yes/No | Comments: Compliance or deviations |
|---|--|------------------|---------------------------------------|
| 1 | <p>The Offeror MUST be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.</p> <p>A copy of registration will be required and should be attached to the Offer.</p> | | |
| 2 | <p>The Offeror MUST have available the following minimum number of units available:</p> <ul style="list-style-type: none"> • Standard Toilets: 800 units; • Barrier Free Toilets: 20 units; • Toilets complete with build in Hand Wash Station: 50 units; • Two (2) Person Hand Wash Stations: 30 units; • Four (4) Person Hand Wash Stations: 60 units; • Insulated Toilets: 10 units; • Portable Shower Trailers: 2 trailers. <p>Prior to award the units/trailers will be inspected to ensure that units/trailers are acceptable and minimum numbers are available.</p> | | |