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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 | 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 - | Specification                 |
| Annex B - | Basis of Payment              |
| Annex C - | Technical Evaluation Criteria |

### 2. Summary

To provide a Regional Individual Standing Offer for the supply, operation and maintenance of all equipment for aerial prescribed burning, water bombing and other flight requirements for the Department of National Defence located in Oromocto, New Brunswick for the period 1 April 2014 to 31 March 2016.

The requirement is subject to a preference for Canadian goods and/or services.

### 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.

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
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. Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

*(Derived from - Provenant de: M3025T, 11/06/2013 )*

## **4. 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.

## 5. 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

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

(<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, Basis of Payment. 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.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently



declared non-responsive, or are withdrawn, then evaluated.

all the other offers received will be

## 1.1. Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex " C "

## 1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

- 1.2.1 The evaluated cost/total bid price will be based on the aggregate of all the extended prices for all of the line items detailed at Annex B - Basis of Payment.

## 2. Basis of Selection

SACC Reference	Section	Date
M0031T	Basis of Selection	2007/05/25

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

## 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.

### 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 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 Canadian Content Certification

#### 2.1.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.( 9), Example 2, of the Supply Manual

*(Derived from - Provenant de: M3059T, 11/01/10)*

## 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 Part 7 - section 7.

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.

*(Derived from - Provenant de: M9015T, 16/05/11 )*

## 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 Requirement 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 and providing services against the Standing Offer is from 1 April 2014 to 31 March 2016 inclusive.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lisa Martin  
 Title: Contracting Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 1045 Main Street, Unit 108  
 Moncton, New Brunswick  
 E1C 1H1  
 Telephone: 1-506-851-7811  
 Facsimile: 1-506-851-6759  
 E-Mail: lisa.m.martin@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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

### 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 21/03/13 )*

### 7. Identified Users

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

Contracts Office  
Building B-18  
CFB Gagetown  
Oromocto, NB

### 8. 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 an electronic version.

### 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$67,800.00 (Applicable Taxes included).

### 10. Financial Limitation

#### Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (Applicable Taxes 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 2 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.

(Derived from - Provenant de: M4506C, 25/04/2013 )

## 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2013/06/27), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Specification
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated \_\_\_\_\_

## 12. Certifications

### 12.1 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.

### 12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

## 13. 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 perform the Work described in the call-up against the Standing Offer.

## 2. Standard Clauses and Conditions

### 2.1 General Conditions

2010B (2013/06/27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2013/06/27) will not apply to payments made by credit cards.

## 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. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

*(Derived from - Provenant de: A3025C, 21/03/13 )*

## 5. Payment

### 5.1 Basis of Payment- Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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.

*(Derived from - Provenant de: C0207C, 25/04/13 )*

### 5.2 Limitation of Price

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

### 5.3 SACC Manual Clauses

SACC Reference	Section	Date
H1001C	Multiple Payments	2008/05/12

### 5.4 SACC Manual Clauses

SACC Reference	Section	Date
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A9117C

T1204 - Direct Request by Customer Department

2007/11/30

## 5.5 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 6. 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.

*(Derived from - Provenant de: H5001C, 12/12/08 )*

## 7. Insurance - Specific 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

*(Derived from - Provenant de: G1001C, 11/06/2013 )*

### 7.1 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000.00 million per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.

- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) 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.
- (d) 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.
- (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
- (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- (g) 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.
- (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
- (j) 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.

(Derived from - Provenant de: G2030C, 12/05/08 )

## 7.2 Environmental Impairment Liability Insurance

1. The Contractor must obtain **Contractors Pollution 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. 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.
3. The **Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) Separation of Insureds: 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.
  - (d) 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.
  - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - (f) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

(Derived from - Provenant de: G2040C, 12/05/08 )

## 7.3 Automobile Liability Insurance

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.
- (e) OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire

*(Derived from - Provenant de: G2020C, 12/05/08 )*

**8. SACC Manual Clauses**

**SACC Reference**

A9062C

**Section**

Canadian Forces Site Regulations

**Date**

2011/05/16

Solicitation No. - N° de l'invitation

W0105-14E044/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36101

Buyer ID - Id de l'acheteur

mct018

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

W0105-14E044

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "A"**

**Specification**

***(see attached document)***

## ANNEX "B"

### BASIS OF PAYMENT

**For the period from 1 April 2014 to 31 March 2015**

	Description	Est Qty	U of I	Unit Price	Extended Price
1.	Rotary Wing Aircraft, pilot and ground personnel to be used for aerial ignition	12	hour		
2.	Rotary Wing Aircraft, pilot and ground personnel used on standby for aerial ignition	12	hour		
3.	Rotary Wing Aircraft, pilot and ground personnel to be used for water bucketing	4	hour		
4.	Rotary Wing Aircraft, pilot and ground personnel to be used on standby for water bucketing	2	hour		
5.	Rotary Wing Aircraft, pilot and ground personnel used in ferrying aerial ignition equipment to each burn site	5	hour		
6.	Rotary Wing Aircraft, up to 3 passengers	30	hour		

**For the period from 1 April 2015 to 31 March 2016**

	Description	Est Qty	U of I	Unit Price	Extended Price
1.	Rotary Wing Aircraft, pilot and ground personnel to be used for aerial ignition	12	hour		
2.	Rotary Wing Aircraft, pilot and ground personnel used on standby for aerial ignition	12	hour		
3.	Rotary Wing Aircraft, pilot and ground personnel to be used for water bucketing	4	hour		
4.	Rotary Wing Aircraft, pilot and ground personnel to be used on standby for water bucketing	2	hour		
5.	Rotary Wing Aircraft, pilot and ground personnel used in ferrying aerial ignition equipment to each burn site	5	hour		
6.	Rotary Wing Aircraft, up to 3 passengers	30	hour		

Quantities are estimates and are to be used for evaluation purposes only. Prices are to remain constant during the period of the Standing Offer.

The evaluated cost/total bid price will be based on the aggregate of all the extended prices for all of the line items detailed at Annex B - Basis of Payment

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### **Annex C**

#### **Technical Evaluation Criteria**

Bids MUST meet the mandatory requirements specified below. Bidder's MUST respond with complete specifications and/or descriptive literature to demonstrate that all requirements are respected.

The complete specifications and/or descriptive literature should be submitted with the proposal 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 Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet all mandatory requirements will be deemed non-responsive.

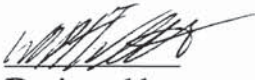
<b><u>Technical Specifications</u></b>	<b>Comply Yes/No</b>	<b>Comments:</b>
The contractor must be registered with WorkSafeNB and provide proof of registration.		



**DEPARTMENT OF NATIONAL DEFENCE  
5 ENGINEER SERVICES SQUADRON  
5 ENGINEER SERVICES UNIT  
5<sup>TH</sup> CANADIAN DIVISION SUPPORT BASE GAGETOWN**

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
AERIAL PRESCRIBED BURNING AND ROTARY WING  
AIRCRAFT RENTAL WITH OPERATOR  
01 APRIL 2014 TO 31 MARCH 2016**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**

**Job No:** L-G2-7500/249

**Date:** 2013-07-05

<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	3
01 35 35	DND Fire Safety Requirements	4
01 35 43	Environmental Procedures	2
01 61 00	Basic Product Requirements	3

PART 1 - GENERAL

- 1.1 Description of Work .1 The work under this Standing Offer covers the supply, operation and maintenance of all equipment for aerial prescribed burning, water bucketing, and other flight requirements as required by the Engineer at 5 Engineer Services Unit (5 ESU) Gagetown.
- 1.2 Period of Contract .1 This agreement shall be in effect from 01 April 2014 to 31 March 2016.
- 1.3 Engineer .1 The Engineer as defined and stated in this specification will be the Commanding Officer 5 ESU or a designated representative.
- .2 The address of the Engineer is:
- Contracts Office  
5 ESU Building B-18  
5 CDSB Gagetown  
PO Box 17000 Stn Forces  
Oromocto, NB E2V 4J5
- Tel: (506)  
Fax: (506)
- 1.4 Documents Required .1 Maintain at the job site, one copy each of following:
- .1 Contract documents including specification;
- .2 Specified standards, codes and referenced documents;
- .3 Hazard Reduction Prescribed Burning Document; and
- .4 Section 5 of 5th Canadian Division Support Base (5 CDSB) Gagetown Range Standing Orders, Edition 2013 or newer (Non-Military Use Regulations).
- 1.5 Liability Insurance .1 The Contractor shall provide proof of Aerial Liability Insurance for the amount of Five Million dollars (\$5,000,000.00) to PWGSC prior to award of this contract.
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- 1.6 Invoices .1 Upon completion of the requested work, the Contractor will submit an original invoice and one copy of the daily flight report for the work under this agreement to the Engineer.
- 1.7 Requisition .1 When service is requested, the Engineer will notify the Contractor and detail the job using form CF 942, Call-up Against A Standing Offer.
- .2 The Contractor will provide service as required by the Engineer.
- .3 Advise the Engineer of the telephone number at which the Contractor may be contacted at any time.
- .4 Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
- .5 The Contractor will not refuse any call for service and will respond within 48 hours for all requirements except for emergency water bucketing. For emergency water bucketing response within 4 hours will be required.
- 1.8 Delivery Points .1 Mobilization of equipment to and from the Base will be at the Contractor's expense.
- .2 For Forestry related activities the Contractor will report to Building K-81, Forestry Office. For other requirements reporting will be as per direction by Engineer. Arrival time will be as indicated by Engineer.
- 1.9 Contractor's Use of Site .1 Work site access will be directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Training area passes for personnel and vehicles working in the Ranges and Training Area will be issued by Range Control, Building K-69.
- .4 For planning flights over 5 CDSB Gagetown Ranges and Training Area (RTA), the Contractor
-

1.9 Contractor's Use.4 (Cont'd)  
of Site must contact 5 CDSB Gagetown Range Control at  
(Cont'd) 506-422-3121 or 422-2482 prior to entry into  
Base Gagetown restricted air space. 403  
Helicopter Squadron Air Traffic Control will  
collect this information from Range Control.

1.10 Hazard .1 Contractor shall follow all requirements of  
Reduction Plan the Hazard Reduction Prescribed Burning Plan  
provided by the Engineer or representative.

1.11 Measurement for.1 All work described in this specification will  
Payment be paid for on a unit price basis. The  
Contractor will submit the prices for the  
following in accordance with the  
specification. Such prices will include  
expenses and profit.  
.1 Rotary Wing Aircraft, pilot and ground  
personnel to be used for aerial ignition;  
**Estimated quantity = 12 hours (12);**  
.2 Rotary Wing Aircraft, pilot and ground  
personnel to be used on standby for aerial  
ignition; **Estimated quantity = 12 hours (12);**  
.3 Rotary Wing Aircraft, pilot and ground  
personnel to be used for water bucketing;  
**Estimated quantity = Four hours (4);**  
.4 Rotary Wing Aircraft, pilot and ground  
personnel to be used on standby for water  
bucketing; **Estimated quantity = Two hours**  
**(2);**  
.5 Rotary Wing Aircraft, pilot and ground  
personnel used in ferrying aerial ignition  
equipment to each burn site; **Estimated**  
**quantity = 5 hours (5);** and

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1.11 Measurement for.1  
Payment  
(Cont'd)

(Cont'd)  
.6 Rotary Wing Aircraft, up to three (3)  
passengers; **Estimated quantity = 30 hours**  
**(30)**.

- .2 The above quantities may increase or decrease and are to be used by the Contractor as a guide only.
- .3 The Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities,
- .4 Transportation (travel time to and from the contractor's base of operation) will be included in the rates provided.

1.12 Basis of  
Payment for Rotary  
Wing Aircraft

- .1 The hours and minutes for flight duration charges will be determined from when the Rotary Winged Aircraft leaves the surface of the earth and terminates when the aircraft touches the surface of the earth at the direction of the Engineer.
- .2 The flight duration is to be determined by the following:
  - .1 Each fraction of an hour shall be stated as a decimal, established on the basis of a six minute period;
  - .2 Each period of less than three minutes shall be rounded to zero; and
  - .3 Each period of between three and six minutes shall be rounded to six minutes.

1.13 Cancellation  
of Work

- .1 No charges shall be levied if cancellation notice is given by the Engineer 24 hours prior to arrival time indicated on Form CF 942.
- .2 If work is cancelled subsequent to notice period in 1.13.1:
  - .1 Minimum of 4 hours standby rate will be paid for Rotary Winged Aircraft and ground personnel as per sections 1.11.1.2 and 1.11.1.4.
  - .2 Minimum of 2 hours will be paid rotary winged aircraft as per section 11.1.6.

1.14 Aerial  
Prescribed Buring  
Direction

- .1 The Engineer will provide an Ignition Boss who will determine when and where the actual aerial prescribed burning will occur.
- .2 The Engineer requires that a two part gelling agent be used. The gelling agent must be approved by the Engineer or a designated representative.

1.15 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 employee. The Contractor will accompany the employee to the Military Police Identification Section, Building F-19 for the issuance of said pass.
- .3 Photocopies of Contractor's 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.

1.16 Codes and  
Standards

- .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part 2 and list all other codes and standards that are referenced in this section of specification.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Contractor must comply with the requirements of the 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.

1.16 Codes and Standards (Cont'd)	.4	Contractor must 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.
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1.17 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

- |                                    |    |  |
|------------------------------------|----|--|
| <u>1.1 References</u>              | .1 | Canada Labour Code, Part 2, Canada Occupational Safety and Health 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 | 5 CDSB Gagetown Range Standing Orders Section 5 (Non-Military Use Regulations).  |
| <u>1.2 Regulatory Requirements</u> | .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. |
| <u>1.3 Responsibility</u>          | .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 to the   |

- 1.3 Responsibility (Cont'd)
- .3 (Cont'd)  
Engineer. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 5 Engineer Support Unit 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 non-compliance of health and safety issues identified.
-

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 5 CDSB Gagetown and other applicable building fire orders which are posted in all Base buildings.
- 1.2 Fire Department Briefing .1 The Engineer or Representative 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 Not Related to Aerial Ignition .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 For emergencies in the training area you must also call Range Control at 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 shall not be:  
.1 Obstructed.  
.2 Shut-off.  
.3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
-

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- |  |    |  |
|--|----|--|
| <u>1.5 Fire Extinguishers</u>                | .1 | Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.   |
| <br>   |    |  |
| <u>1.6 Blockage of Roadways</u>              | .1 | The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.   |
| <br>   |    |  |
| <u>1.7 Smoking Precautions</u>               | .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.   |
| <br>   |    |  |
| <u>1.8 Rubbish and Waste Materials</u>       | .1 | Rubbish and waste materials are to be kept to a minimum.   |
|  | .2 | The burning of rubbish is prohibited unless approved by the Fire Chief.  |
|  | .3 | Remove all rubbish from the work site at the end of the work day or shift or as directed.  |
|  | .4 | Storage:<br>.1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.<br>.2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.  |
| <br>   |    |  |
| <u>1.9 Flammable and Combustible Liquids</u> | .1 | The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.   |
|  | .2 | Flammable liquids such as gasoline, kerosene, naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief. |
-

1.9 Flammable and  
Combustible Liquids  
(Cont'd)

- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.
- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

1.10 Hazardous  
Substances

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the 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 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the 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 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

1.12 Fire  
Inspection

- .1 Site inspections by Fire Chief will be coordinated through the Engineer.
- .2 The Fire Chief shall be allowed unrestricted access to the work site.
- .3 The Contractor shall co-operate with the Fire Chief during routine inspections of the work site.
- .4 The Contractor shall immediately remedy all unsafe fire situations identified by the 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 not associated with aerial ignition and burning of rubbish on site are not permitted.   |
|                               |    |   |
| <u>1.3 Disposal of Wastes</u> | .1 | Do not bury rubbish and waste materials 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 | Do not dispose of waste or volatile materials, such as torch fuel, fuel, gelling agents, mineral spirits, oil, paint thinner, etc. into waterways, storm or sanitary sewers.  |
|                               | .4 | Hazardous wastes are not to be disposed of in any bin or container other than an approved hazardous waste collection bin or container.  |
|                               | .5 | Do not dispose of waste or volatile materials, such as torch fuel, fuel, gelling agents, mineral spirits, petroleum, oil and lubricants, paint thinner, etc. into waterways, storm drains, catch basins or sanitary sewers. |
|                               |    |   |
| <u>1.4 Spill Protection</u>   | .1 | The Contractor must have adequate clean up materials for spills of any potential hazardous materials used in the completion of the work (ie. foams, 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 506-422-2106.   |
-

1.4 Spill Protection (Cont'd)	.3 Contractor is to dispose of all contaminated spill response cleanup materials in approved manner.
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PART 1 - GENERAL

- 1.1 Description of Requirement .1 This section specifies requirements for the supply, operating and maintenance of the Rotary Winged Aircraft, equipment and material for the purpose of aerial prescribed burning, water bucketing, inspection flights and other flight requirements. Supply manpower for handling and mixing of torch fuel and ground rigging for Aerial Prescribed burning.
- 1.2 Equipment .1 The following is required for aerial ignition, water bucketing, inspection flights and other flight requirements:  
.1 Aircraft, turbine engine rotary winged aircraft to meet requirements of section 00 21 13, 1.11.1;  
.2 Ignition Devices, two heli-torch air ignition devices, one primary one alternate, complete with attachment slings. Capacity to contain a minimum 150 litres of torch fuel each;  
.3 Fuel Mixing, capacity to mix a minimum of 150 litres of torch fuel per batch load; and  
.4 Water Bucketing, one water bucket apparatus complete with attachment sling. Bucket capable of collecting water from local sources then bottom emptying on fires as directed by the Engineer. Bucket capacity minimum 400 litres.
- .2 Ground Personnel:  
.1 Torch Fuel Mixing, one person qualified fuel mixer equipped with all necessary personal protective equipment for handling and mixing petroleum products; and  
.2 Ground Rigger, one person qualified ground rigger with all necessary personal protective equipment to connect/disconnect aerial ignition device and/or water bucket.
- 1.3 Maintenance .1 Repair damage to equipment due to breakdown within four hours, due to limited available working time.
- .2 Maintain equipment in good working condition for duration of agreement.
-

- 1.4 Servicing and Repair
- .1 All servicing of equipment will be carried out by the Contractor at their expense.
  - .2 Equipment which breaks down or is otherwise rendered unserviceable shall be repaired or replaced by the Contractor within four hours. This time will assist DND with meeting operations on schedule.
- 1.5 Licensing and Insurance
- .1 The Contractor will ensure that all equipment has necessary licenses.
  - .2 As stated in Section 00 21 13, 1.5 Liability Insurance, the Contractor will provide to PWGSC proof of Liability Insurance for the amount of five Million dollars (\$5,000,000.00) prior to award of this contract.
- 1.6 Operation
- .1 The equipment will be operated by Contractor's personnel.
  - .2 All operators will be trained and properly licensed to complete the work.
- 1.7 Fuel and Material
- .1 Fuel:
    - .1 The Contractor will supply at their expense all fuels necessary for the operation of the Rotary Winged Aircraft and ground support vehicles.
    - .2 DND will provide torch fuel for the aerial ignition device only.
  - .2 Gelling Agent:
    - .1 The contractor will supply commercially manufactured two-part fuel gelling agent to be approved by the Engineer or Representative to insure proper gelling of torch fuel.
    - .2 The contractor will have on site each day the required quantity of fuel gelling agent to gel 750 litres of torch fuel following the manufacturer's product usage specifications.
- 1.8 Communications
- .1 All Rotary Wing Aircraft must be equipped with two-way radio capable of communicating with other aircraft, DND and Contractor ground
-



- 1.8 Communications .1 (Cont'd)  
(Cont'd)
- .2 All Rotary Wing Aircraft will have sufficient in-cabin devices to permit communication by all personnel in the aircraft.
- .3 Contractor ground crews must be equipped with a radio capable of communicating with the aircraft personnel.