

TITLE «Heavy machinery Rental Services»

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TITLE «Rental of Heavy Machinery»**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 6A, Standing Offer, and 7B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

Attachments: Annex A - Statement of Requirement and pricing

Annex B - Specifications

2. Summary

Provide as and when required the rental of heavy machinery including operators, as detailed in Appendix "B" specifications dated 2014/05/09 and an integral part of this document to the Department of National Defence (DND) 3 Wing Bagotville, QC.

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 (2014/06/26) 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: (120) days

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

You can send your bid facsimile to Public Works and Government Services Canada
#Facsimile: **(418)648-2209** or **by mail** at:

➔ Bid Receiving Unit
Public Works and Government Services Canada (PWGSC)
1550 d'Estimauville Avenue
Quebec City, Quebec, Canada G1J 0C7

3. Former Public Servant

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:

name of former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

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.

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 Quebec.

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

Section II: Financial Offer (1 copy)

Section III: Certifications (1 copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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" 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.

1.1 Technical Evaluation

1.2 Financial Evaluation

The Offeror must submit firm prices inclusive compliance and in the format used in the basis of payment to this request. The offeror must complete this section and attach with the offer.

2. Basis of Selection

- 2.1** *SACC Manual clauses M0069T (2007-05-25)* Basis of selection -

PART 5 - CERTIFICATIONS

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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) available from Employment and Social Development Canada-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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

2.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

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

The data must be submitted on every (6) months to the Public Works and Government Services Canada Standing Offer Authority.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 1, 2014 to August 31, 2015 with four (4) options years.

- 3.2** The offering grants to Canada the irrevocable option to extend the duration of its offer for up to four (4) additional periods of one year each, beginning September 1 to August 31 under the same conditions. The Offeror agrees that during the period extended the offer, it will be paid in accordance with the provisions set out in the Basis of Payment and under the conditions listed in the following paragraph:

3.2.1 Consumer Price Index as Published by Statistics Canada

Canada may exercise the option to extend the term of the Standing offer, year by year, as shown in the Contract or as amended pursuant to the terms and conditions as expressed therein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 months period immediately preceding the commencement date of the said extension year, provided that written notice of the request for extension is given by one party to the Contract to the other party at least 30 days prior to the date of completion of the Contract and the other party agrees in writing, to the request for extension referred to therein no later than fifteen (15) days after receipt of said notice.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Denise Larouche
Public Works and Government Services Canada
Telephone: (418)677-4000 ext. 4137
Facsimile: (418)677-3288
E-mail address: denise.larouche@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.

4.2 Contact client's Department (Contact to be specify in the Standing Offer)

The Project Authority

Name: _____
 Title: _____
 Tel: _____
 Courriel: _____

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

4.3 Offeror's Representative

Name: _____
 Title: _____
 Tel: _____
 Courriel: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:
 National Defence, 3 Wing Bagotville Quebec.

6. 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.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$5 000** (Applicable Taxes included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **8 500\$** /year for total : **42 500\$** (for 5 years). (applicable Tax or Harmonized 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 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

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers
Goods or Services
- d) the general conditions 2010C (2014-06-26) General Conditions -
Services(Medium Complexity)
- e) Annex A - Statement of requirement and pricing
Appendix B - Specification
- f) the Offeror's offer dated _____

10. Certifications

10.1 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. 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 Quebec.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2014-03-01) General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "A". Customs duties are included, and 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 Clause

C0100C (2010-01-11) Discretionary Audit - Comm. Goods/or Serv.

C0711C (2008-05-12), Time verification

C6000C (2011-05-16) Limitation of Price

H1001C (2008-05-12) Multiple Payments

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 Invoicing Instruction - Maintenance

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2010C. Invoices cannot be submitted until all work identified in the invoice is completed.

6. SACC Manual Clauses

A9006C (16/07/12) Defence Contract

A9062C (12/05/11) Canadian Forces sites Regulations

A9117C (2007-11-30), T204 - Direct Request by Customer Department

G1005C (2008-05-12), Insurance

Annex "A" Statement of requirement and Pricing/

Annex "B" Specifications

*Annex "A" and Annex "B" are incorporated by reference into and form part request for a Standing Offer.

ANNEX A

STATEMENT OF REQUIREMENT

AND

PRICING

RENTAL OF HEAVY MACHINERY

W0138-14OC26

ANNEX "A"

"RENTAL OF HEAVY MACHINERY"

PART 1 – STATEMENT OF REQUIREMENT

1. GENERAL

All workers hired by the contractor shall hold the necessary qualifications to carry out the work they are assigned.

The prices submitted under the hourly rate are valid for the duration of the standing offer.

2. HOURLY RATE

Unless otherwise indicated, hourly rates include the operator, oil, gasoline, transportation costs, repairs, administrative costs, profit, benefits, etc. Goods and services tax is extra, and Quebec sales tax is exempt.

Hourly rates apply to productive work time at the work site. Time is calculated from the moment when the DND technical delegate is contacted on site. Hourly rates do not apply to downtime (except as provided for by collective agreements) at work, in the shop or travel away from the work site.

ANNEX "A"

PART II – PRICING

➤ **Year One: Period from September 1st, 2014 to August 31, 2015**

DESCRIPTION:	HOURLY RATE(S)		
	Monday to Friday		Saturday, Sunday and statutory holidays
	Regular hours	Outside of regular hours	
1. a) Wheeled tractor, 4-wheel drive, front bucket capacity of 1 cubic metre, and a backhoe	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
b) Jackhammer, 125 CFM minimum, mounted on wheeled tractor; hourly rate for jackhammer that will be added to the tractor hourly rate (1-a)	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
(For evaluation purposes, the estimated usage percentage for this part is 15%.)			
2. 10/12-wheeled truck	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
(For evaluation purposes, the estimated usage percentage for this part is 15%.)			
3. a) Tracked excavator, bucket capacity of 1 cubic metre	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
b) Tracked excavator, bucket capacity of 2 cubic metres	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
(For evaluation purposes, the estimated usage percentage for this part is 20%.)			
4. Wheeled loaders, 4-wheel drive, bucket capacity of 3.4 to 4.2 cubic yards	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
(For evaluation purposes, the estimated usage percentage for this part is 15%.)			
5. Additional labour – Daily	\$ ___ / hour	\$ ___ / hour	\$ ___ / hour
(For evaluation purposes, the estimated number of hours for this part is 150 hours.)			

ANNEX "A"

Please use this table to indicate the equipment offered in reference to your equipment list.

DESCRIPTION OF ITEM REQUESTED	MAKE OFFERED	MODEL OFFERED	TOOLS/ACCESSORIES
1. a) Wheeled tractor, 4-wheel drive			
b) Jackhammer			
2. 12-wheeled truck			
3. Tracked excavators			
4. Wheeled loaders, 4-wheel drive			

ANNEX «B»

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATIONS

HEAVY MACHINERY RENTAL SERVICES

3 WING

BAGOTVILLE, QC

CONTRACT NO: 14OC26

2014-05-09

PART 1 GENERAL

1.1 Contract documents

- .1 The general instructions and standard specifications form an integral part of these specifications.
- .2 The term "Engineer" refers to the DND Engineer or designated representative.

1.2 Location of Work

- .1 Work will be carried out near various structures owned by the Department of National Defence, located within 65 km of CFB Bagotville. The Contractor shall consult the Engineer at:
 - .1 Address:
Infrastructure Group
Building 62 - Contracts Section
3 Wing Bagotville
PO Box 5000, Stn Main
Alouette, Quebec, G0V 1A0
 - .2 Contact person:
Contracts Superintendent
Tel: 418-677-4000, extension 7653
Fax: 418-677-7292

1.3 Scope of Work

- .1 Heavy machinery rental, including the operator, oil, gas, transport, repairs, insurance and all other costs.
- .2 Rental of the following machinery:
Backhoe with a bucket measuring 1 cubic metre or less, 4 wheel drive.
Hydraulic percussion drill mounted on a dozer, minimum capacity 125 CFM.
10-wheel truck with operator.
12-wheel truck with operator.
Hydraulic shovel (1 cubic yard).
Hydraulic shovel (2 cubic yards).
Front end loader, 4 wheel drive (3.4 to 4.2 cubic yards).

1.4 Work quality

- .1 Provide equipment in perfect operating condition with all materials necessary to perform the Work.
 - .2 Complete the Work to the satisfaction of the Work Authority on site and as per good trade practices, using the best tools in strict
-

compliance and in accordance with instructions provided.

- .3 If the Contractor accidentally deviates from the directions received, it shall redo the Work at its own expense.
- .4 If an inconsistency, a contradiction, an impossibility or an unforeseen situation occurs in the course of the Work, stop the Work immediately and notify the Engineer or a representative.
- .5 Unless otherwise instructed, continue the Work uninterrupted during regular base hours until the project is complete.

1.5 Vehicles

- .1 The Contractor shall have the vehicles required to transport equipment and its personnel, as well as any materials required to perform the Work, at no additional cost to the Department.

1.6 Insurance

- .1 The Contractor shall hold and maintain property damage insurance, as required by law.

1.7 Subcontracting

- .1 The Contractor shall not assign the contract or subcontract any portion of the Work whatsoever without first obtaining the written consent of the Engineer. The Contractor may obtain consent to subcontract any portion of the Work as is customary in the execution of similar contracts. Assignment or subcontracting does not release the Contractor in any way from its obligations under the contract, nor does it impose on Her Majesty or the Department any obligations with regard to the assignee or subcontractor.

1.8 Contractor responsibilities

- .1 Assume responsibility for any accident or damage caused to DND property by its employees or by its equipment if it is defective or left unsupervised.
 - .2 Assume full responsibility for the security of
-

its equipment and materials during and after work

hours. DND shall not be responsible for vandalism, theft or other losses.

1.9 Construction

holidays

- .1 The Contractor shall provide the service at all times during said period.

PART 2 - PRODUCTS

2.1 Tools

- .1 All tools shall remain the property of the Contractor, and shall not be charged to the Department, unless specifically directed otherwise in writing.

Equipment

- .1 All internal combustion engines and other equipment shall be equipped with a device to completely eliminate interference with radios, radar and telecommunications equipment.
- .2 Motorized vehicles shall be equipped with yellow flashing lights, mounted on the highest part of the vehicle, when circulating on the base.

PART 3 - EXECUTION

3.1 Information

- .1 The work performed using the machinery set out in section 1.3.2 of these specifications shall be carried out in accordance with the most recent work standards.

3.2 Qualification

- .1 Documents attesting the technical knowledge and qualification of all persons shall be provided upon request by the Engineer or a representative. The work shall be performed by competent and certified tradespeople.

PART 4 - ADMINISTRATION

4.1 Estimate

- .1 For the Engineer's planning purposes, the Contractor shall be required to provide a written estimate for each request pertaining to the bid, at no cost and within 24 hours.

4.2 Schedule

- .1 The work schedule shall be established in such a manner as to cause the least possible
-

inconvenience to users' daily rural activities at 3 Wing Bagotville.

- .2 Begin work within twenty-four (24) hours following notice by the Engineer.
- .3 The Contractor shall be able to provide all machinery set out in this document simultaneously.

4.3 Pricing

- .1 Service calls at an hourly rate for each piece of heavy machinery set out in section 1.3.2 of these specifications.
 - .1 For productive service hours on site, including transportation of personnel, equipment and materials during normal working hours.
 - .2 For productive service hours on site, including transportation of personnel, equipment and materials outside of normal working hours, weekends and holidays.

***** END *****