

## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**189 Prince William St Rm 405  
189, rue Prince William, pièce 405  
Saint-John, NB E2L 2B9  
Bid Fax: (506) 636-4376**

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

## Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Saint John, NB (STJ)  
189 Prince William St., Rm 405  
189, rue Prince William, Pc 405  
St. John, NB E2L 2B9

<b>Title - Sujet</b> RISO Tool/Equipment Rental-Gagetown	
<b>Solicitation No. - N° de l'invitation</b> W6837-175312/A	<b>Date</b> 2017-01-17
<b>Client Reference No. - N° de référence du client</b> W6837-175312	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-007-4077
<b>File No. - N° de dossier</b> STJ-6-39177 (007)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-02-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (STJ), Anne	<b>Buyer Id - Id de l'acheteur</b> stj007
<b>Telephone No. - N° de téléphone</b> (902)626-4949 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE REAL PROPERTY OPERATIONS DETACHMENT 238 CHAMPLAIN AVENUE, BLDG. B18 OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**REQUEST FOR STANDING OFFER (RFSO)  
Tools and Equipment – Rental,  
CFB Gagetown , New Brunswick**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

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

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

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## 1.2 Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO) for the Rental of Tools and Equipment on an as and when requested basis in accordance with the Specification Job No. L-G2-9900/1741 dated 2016-10-12 for the period from 1 April 2017 to 31 March 2019 inclusive.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

## 1.3 Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 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 (2016-04-04) 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: 60 days  
Insert: 120 days

#### **2.1.1 SACC Manual clauses**

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

### **2.2 Submission of Offers**

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

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

### **2.3 Former Public Servants**

N/A

### **2.4 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

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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.

## **2.5 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.

## **2.6 Site Visit**

N/A

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

### **3.1 Offer Preparation Instructions**

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

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**Section II: Certifications** Offerors must submit the certifications and additional information required under Part 5.



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

### **4.1 Evaluation Procedures**

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

### **4.2 Financial Evaluation**

SACC Manual Clause M0220T (2016-01-28) Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.3 Basis of Selection**

SACC Manual Clause M0032T (2014-11-27) Basis of Selection

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969)).

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

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Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

Not applicable

### 6.2 Financial Capability

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

### 6.2 Insurance Requirements M9015T (2016-01-28)

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 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.

##### **7.2.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3 Term of Standing Offer**

##### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 April 2017 to March 31, 2019.

#### **7.4 Authorities**

##### **7.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Anne MacDonald  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 3 Queen Street  
Charlottetown, PEI  
C1A 4A2

Telephone: (902) 626-4949

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Facsimile: (506) 636-4376  
E-mail address: anne.macdonald@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **7.4.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

#### **7.4.3 Offeror's Representative**

Name: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_  
Fax: (    ) \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### **7.5 Identified Users**

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

#### **7.6 Call-up Instrument**

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

#### **7.7 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Harmonized Sales Tax Included).

## 7.8 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.9 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

## 7.10 Certifications

### 7.10.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

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## 7.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.



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## **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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

Supplemental General Conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

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

#### **7.4.2 Limitation of Price**

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

#### **7.4.3 Single Payment**

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

#### **7.4.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **7.5 Invoicing Instructions**

**7.5.1** 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.

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**7.5.2 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.

**7.6 Insurance**

SACC Manual clause G1005C (2016-01-28)

The Contractor must comply with the insurance requirements specified in Annex "B". The Contractor must maintain the required insurance coverage for the duration of the 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.

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**Annex "A" – Basis of Payment**  
**April 1, 2017 to March 31, 2019**

	Item	Req'd	Day	Week	Month
1	gas plate compactor 457mm (18")wide plate	1			
2	diesel plate compactor 610mm (24")wide plate	1			
3	compactor, vibrating walk behind 660mm (26") double drum	1			
4	compactor vibrating ride on 1680mm (5'-6") wide smooth drum	1			
5	air breaker 27Kg (60 lb) with hose and chisel	1			
6	core drill c/w accessories	1			
7	dehumidifier, industrial (Drizair model 2400 or equivalent)	1			
8	electric 110V breaker 18 Kg (40 lb) c/w accessories	1			
9	electric plumber snakec/w chain cables, feeding tool, wrench, diamond cutter & retrieving tool	1			
10	excavator mini 2.7m (9') digging depth	1			
11	4wd tractor rubber tire w/loading bucket and hoe (Kubota B21 or equivalent)	1			
12	generator 20-50 kW	1			
13	Generator 50-100 kW	1			
14	electric concrete floor grinder	1			
15	heater 150,000 BTU oil or kerosene	1			
16	heater 150,000 BTU propane	1			
17	herman Nelson Heater 450,000 BTU vented heater kerosene/furnace oil/diesel c/w 4 ducts (30.48cm x 3.656 m)	1			
18	herman Nelson Heater ducts (30.48cm x 3.656 m) (12' x 12")	1			
19	scissor lift 7.9m (26') electric smooth tires	1			
20	scissor lift 11.9m (39') electric smooth tires	1			
21	scissor lift 10.0m (33') gas/propane 4wd rough terrain	1			
22	scissor lift 12.2m (40') gas/propane 4wd rough terrain	1			
23	person lift 13.7m (45') gas/propane articulating 4wd rough terrain	1			
24	person lift 18.3m (60') gas/propane articulation 3600 rotation 4wd rough terrain	1			
25	person lift 24.3m (80') gas/propane articulation 3600 rotation 4wd rough terrain	1			
26	mixer, cement 0.08m3 (2.5ft3) electric	1			
27	mixer, cement 0.25m3 (9.0 ft3) electric	1			
28	mixer, mortar 0.17m3 (6.0 ft3) gas or electric	1			
29	power auger two man	1			
30	power trowel 0.91m (36") gas	1			
31	pump, de-watering 50mm (2") gas c/w hoses	1			
32	pump, de-watering 75mm (3") gas c/w hoses	1			

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33	pump, trash 150mm (6") diesel x/w 6.1m (20') suction hose & 600m (200') discharge hose	1			
34	hand held gas power sweep	1			
35	saw masonry or steel gas 200mm (8")	1			
36	concrete saw (slab) 356mm (14")	1			
37	concrete chainsaw	1			
38	skid steer loader 680 kg (1500 lb) capacity w/utility bucket	1			
39	skid steer loader 1088 kg (2400 lb) capacity w/utility bucket	1			
40	skid steer loader 680 kg (1500 lb) capacity w/angle boom	1			
41	skid steer loader 1088 kg (2400 lb) capacity w/auger	1			
42	vibrator concrete 38mm (1.5")	1			
43	vibrator concrete 50mm (2")	1			
44	welder arc 300A diesel c/w 60m (200') lead ground cable, 60m (200') welding cable & remote c/w 60m (200') cable	1			
45	additional welding cable per 300mm (1')	1			
46	steam jenny (2500 psi)	1			
47	wood drum chipper gas operated 300mm (12") cap. Vermeer BC100 or equivalent	1			
48	wood stump grinder	1			
49	acetylene torch, hose and regulator	1			
50	trailer - two ton capacity flat bed	1			
51	light tower 6000 watt diesel c/w 4x1000 watt bulbs	1			
52	bulldog portable 1000 watt light compatible w/item 104 light tower unit	1			
53	erlin screener\	1			
54	5.08cm (2") hydraulic pipe bender	1			
55	30.48cm (12") explosion proof blower w/45.72cm (18") tubing	1			
56	miscellaneous additional item/rental not listed herein at retail price.	allowance	10K	10K	10K

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

## ANNEX "B"

### Certifications Precedent to Standing Offer Award

Within seven (7) days and prior to award:

1. Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
2. The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to PWGSC before the award of this Standing Offer Agreement.

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

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- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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## ANNEX C

### COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

***NOTE TO OFFERORS***  
***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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## **ANNEX "D"**

### **STATEMENT OF WORK OR REQUIREMENT**



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## ANNEX "E"

### ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)




**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5CDSB GAGETOWN**


**SPECIFICATION**

**STANDING OFFER AGREEMENT  
RENTAL OF TOOLS AND EQUIPMENT  
5 CDSB GAGETOWN AND TRAINING AREA**

**01 APRIL 2017 TO 31 MARCH 2019**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**

**Job No:** L-G2-9900/1741

**Date:** 2016-10-12

NATIONAL DEFENCE  
JOB NO.L-G2-9900/1741  
5 CDSB GAGETOWN, N.B.

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END OF SECTION

## 1 GENERAL

### 1.01 DESCRIPTION OF WORK

- .1 The work covered under this Standing Offer comprises the furnishing of all tools and equipment on a rental basis as and when requested on a form CF 942 Call up Against a Standing Offer Agreement by the Engineer.

### 1.02 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer, Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:  
Contracts Office  
Real Property Operations  
Detachment Gagetown  
Building B18  
238 Champlain Avenue  
PO Box 17000 Stn Forces  
Oromocto, NB E2V 1J5  
Tel: (506) 422-2677  
Fax: (506) 422-1248

### 1.03 DURATION OF CONTRACT

- .1 The period of this Standing Offer is from 01 April 2017 to 31 March 2019.

### 1.04 INSTRUCTION TO CONTRACTOR

- .1 As described at Annex A to this specification, rental costs are required for a daily, weekly and monthly basis for each item. The quantities may increase or decrease and are to be used by the contractor as a guide only. The quantities are not guaranteed and the contractor will have no claim for loss or anticipated profits as a result of these estimated quantities.
  - .1 Rental costs to include delivery to and pickup from worksite at 5 CDSB Gagetown;
  - .2 If the rental cost based on daily or weekly rates exceed weekly or monthly cost respectively then the lower weekly or monthly cost is to be invoiced;
  - .3 Tools and equipment are subject to inspection and acceptance by Engineer. Any tools or equipment found to be unacceptable must be repaired or replaced within 24 hours by the Contractor at their expense; and
  - .4 All tools will be inspected upon return by DND and Contractor to ensure tools and equipment are in a serviceable condition and full of fuel.
  - .5 Contractor to supply 10% markup on materials supplied with rentals, cost invoice for materials to contractor shall accompany Contractors invoice for rental.

### 1.05 SERVICING AND REPAIR

- .1 Lubrication, filter replacement, fluid level checks and regularly scheduled maintenance will be carried out by the Contractor. Contractor responsible

for all maintenance and replacement if necessary of wear times such as cutting teeth. All on site repairs and maintenance will be carried out by the Contractor at their expense. The contractor shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all site maintenance. The Contractor shall also be responsible, at their expense, for the storage, issue and control of these commodities and for the collection, removal and proper disposal of waste oils, filters and containers.

#### **1.06 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 The Contractor will provide photocopies of passes 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.
- .5 Training area pass for personnel and vehicles for work in Training Area will be issued by Range Control, building K-69.

#### **1.07 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.

#### **1.08 CONTRACTOR'S USE OF SITE**

- .1 Use of site will be limited to areas fixed delivery points by the Engineer for delivery and pickup of tools and equipment.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Contractor will not unreasonably encumber the site with materials or equipment.
- .4 Travel on the training area roads is dangerous and is prohibited without prior authority. Entry and exit to the Base is to be controlled by the Engineer. All Vehicles entering and exiting the base are subject to search.
- .5 When travelling in the training area delivery vehicles should contain the

following documents:

- .1 Map of the training area; and
  - .2 Range Safety Order 5-11
- .6 Base policy states when vehicles will be parked, they will be backed into a parking space or risk being towed.

#### 1.09 REQUISITION

- .1 Tools and equipment for rental shall be requisitioned on Form CF - 942, Call Up Against A Standing Offer when ordered by the Engineer as follows:
  - .1 The Contractor shall advise the Engineer of the telephone number of Contractor or their representative;
  - .2 The Contractor, on receipt of an authorized call up, will be advised by the Engineer in writing, the name of the person authorized to request service. Work on service undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;
  - .3 The Contractor will not refuse any call for service requested by the Engineer and will respond within 24 hours on normal service calls and **4 hours on emergency calls**; and
  - .4 When service is required, the Engineer shall notify the Contractor and detail the requirement. Service will be requested on Form CF942, Call Up Against A Standing Offer. The form will detail the requirement and will be signed by the Engineer or authorized representative. One copy of this form will be given to the Contractor. The Contractor will retain one copy and return one copy to Engineer with their invoice.

#### 1.10 INVOICES

- .1 The Contractor will submit the original invoice and CF 942 form pertaining to the work under this Contract to the Engineer upon completion of the work. All invoices and services must be received by contracts within 10 calendar days once the work attached to each call up has been completed.

END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCES**

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

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 5 CDSB Gagetown 5 Engineer Services 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 II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.

#### 1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

#### 1.05 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 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.

#### 1.07 SAFETY MEASURES

- .1 Contractor shall ensure employees follow applicable regulations and wear hardhats, CSA class 1 protective footwear, ear defenders and CSA approved eye protection as required.
- .2 Personnel working in, on and around moving equipment shall wear highly visible clothing.

#### 1.08 WHMIS

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Human Resources Development Canada and Health Canada.
- .2 Contractor will ensure all employees working on the Base and Training Area are trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Human Resources and Skills Development Canada and Health Canada. A copy of the WHMIS certificate will be supplied to the Engineer prior to award of contract.

END OF SECTION



## **1 GENERAL**

### **1.01 FIRE SAFETY PLAN**

- .1 Contractors and their personnel will be familiar with this section as well as 5 CDSB Gagetown and applicable building fire orders which are posted in all Base buildings.

### **1.02 FIRE DEPARTMENT BRIEFING**

- .1 The Engineer shall co-ordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.

### **1.03 REPORTING FIRES**

- .1 Know the location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 Activate the nearest internal fire alarm pull station;
  - .2 telephone:
    - .1 Base - 911
    - .2 Range Control - 422-2000 Ext 2482
- .3 Persons activating fire alarm box shall remain at a safe location outside of building to direct Fire Department to scene of fire.
- .4 When reporting fire by telephone, give the location of fire, name or number of building and be prepared to verify the location.

### **1.04 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm system will not be:
  - .1 obstructed.
  - .2 shut-off.
  - .3 left inactive at end of working day or shift without notification and authorization from Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

### **1.05 FIRE EXTINGUISHERS**

- .1 The Contractor shall supply fire extinguishers, as scaled by Fire Chief, necessary to protect, in an emergency, the work in progress and contractor's physical plant on site.

### **1.06 BLOCKAGE OF ROADWAYS**

- .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 Fire Chief, erecting of barricades and digging of trenches.

#### 1.07 SMOKING PRECAUTIONS

- .1 Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas. Smoking is not permitted in DND buildings.

#### 1.08 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to minimum.
- .2 Burning of rubbish is prohibited unless approved by the Fire Chief.
- .3 Removal:
  - .1 All rubbish shall be removed from the work site at the end of work day or shift or as directed.
- .4 Storage:
  - .1 Extreme care is required where it is necessary to store oily waste in work areas to ensure maximum possible cleanliness and safety.
  - .2 Greasy or oily rags or materials subject to spontaneous combustion shall be deposited and kept in an approved receptacle and removed as required.

#### 1.09 FLAMMABLE LIQUIDS

- .1 The handling, storage and use of flammable 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 Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable liquids shall not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable 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 Fire Department is to be notified when disposal is required.

#### 1.10 HAZARDOUS SUBSTANCES

- .1 If the work entails use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with National Fire Code of Canada.
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or use of blow torches and salamanders in buildings or facilities. Special precautions are necessary to safeguard

life and property from damage by fire or explosives.

- .3 When Work is being carried out in dangerous or hazardous areas involving use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with level of protection 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 Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The 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 above requirements shall be directed to and cleared through the Fire Chief.

#### 1.12 FIRE INSPECTION

- .1 The Fire Chief shall be allowed unrestricted access to work site.
- .2 The Contractor shall co-operate with the Fire Chief during routine inspections of the work site.
- .3 The Contractor shall immediately remedy all unsafe fire situations identified by Fire Chief.
- .4 Site inspections by Fire Chief will be coordinated through Engineer.

END OF SECTION

## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

### **1.02 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste on site. All wastes must be disposed of in designated containers.
- .2 The Contractor to handle and dispose of hazardous wastes in accordance with federal or provincial legislation.
- .3 Hazardous wastes NOT to be disposed of in non-hazardous waste bins
- .4 Contractor to have permission from Engineer prior to disposal of hazardous or non hazardous waste.

### **1.03 SPILL PROTECTION**

- .1 The Contractor must have adequate spill response materials/equipment for any hazardous materials used in the completion of the work (ie. fuels, oils, lubricants, etc).
- .2 When hazardous materials are spilled or released, the Contractor to take immediate corrective action and immediately inform proper authorities at the Firehall at 422-2000 local 2106.
- .3 Contractor to dispose of all contaminated spill response cleanup materials at an approved site.

**END OF SECTION**

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## ANNEX "E"

### ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)