

**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 Mobile Crane Rental w/Operator	
<b>Solicitation No. - N° de l'invitation</b> W6898-180040/A	<b>Date</b> 2017-11-21
<b>Client Reference No. - N° de référence du client</b> W6898-180040	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-003-4234
<b>File No. - N° de dossier</b> STJ-7-40107 (003)	<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 2017-12-06</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> Doucet (STJ), Gisele	<b>Buyer Id - Id de l'acheteur</b> stj003
<b>Telephone No. - N° de téléphone</b> (506)636-4541 ( )	<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 5 CDSB GAGETOWN BLDG 18, 238 CHAMPLAIN AVENUE OROMCTO 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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Basis of Payment, Certifications Precedent To Standing Offer Award, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror, Electronic Payment Instruments and the Specification.

### **1.2 Summary**

The Department of National Defence (DND) has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered in this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to supply Mobile Cranes with Operators at 5 CDSB Gagetown, New Brunswick. The work will be performed as and when requested, from April 01, 2018 to March 31, 2020. All work is to be completed in accordance with the Specification attached Annex "E" forming part of the bid document.

This agreement is subject to the provision of the Canadian Free Trade Agreement (CFTA).

### **1.3 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

### 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) (<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](#) (2017/04/27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

### 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 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.

## **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 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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.

# **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 Applicable Taxes must be shown separately, if applicable.

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

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

If Annex "D" 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.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Financial Evaluation**

Offerors will be evaluated on the basis of the lowest overall Total Estimated Cost in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Estimated Cost will be calculated using the estimated usage figures on each of the Unit Price Tables (See Annex "A"). Offerors are not required to submit prices for all locations however are required to bid on all line items in the selected location or their offer may be considered non-responsive. Each location will be evaluated separately and separate Standing Offers will be awarded for each location.

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### **5.1.2 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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

The certifications and additional information listed in **Annex “B” Certifications Precedent to Standing Offer Award** 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 SACC Manual Clauses - Status and Availability of Resources**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
<b>M3020T</b>	<b>Status and Availability of Resources</b>	<b>2016-01-28</b>

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 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 herein.

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

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

### **A. STANDING OFFER**

#### **7A.1 Offer**

**7A.1.1** The Offeror offers to fulfill the requirement in accordance with the Specification at Annex "E".

#### **7A.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract 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.

##### **7A.2.1 General Conditions**

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7A.3 Term of Standing Offer**

##### **7A.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 01, 2018 to March 31, 2020.

#### **7A.4. Authorities**

##### **7A.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Gisèle Doucet  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
189 Prince William Street, Room 405  
Saint John, New Brunswick  
E2L 2B9

Telephone: (506) 636-4541  
Facsimile: (506) 636-4376  
E-mail address: gisele.doucet@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

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W6898-180040/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
stj003

Client Ref. No. - N° de réf. du client  
W6898-180040

File No. - N° du dossier  
STJ-7-40107

CCC No./N° CCC - FMS No./N° VME

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any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **7A.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.

#### **7A.4.3 Offeror's Representative (Offeror please complete)**

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

#### **7A.5 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.

#### **7A.6 Identified Users**

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

#### **7A.7 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF942, *Call-up Against a Standing Offer*.

#### **7A.8 Limitation of Call-ups**

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

## 7A.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$160,000.00** (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 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.

## 7A.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity)
- e) Annex E, Specification;
- 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 dated \_\_\_\_\_

## 7A.11 Certifications

### 7A.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, 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.

## 7A.12 Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

## **7B.1 Specification**

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

## **7B.2 Standard Clauses and Conditions**

### **7B.2.1 General Conditions**

[2005](#) (2017/06/21), General Conditions - Standing Offers - Goods or Services

### **7B.2.2 Supplemental General Conditions**

[2010C](#) (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## **7B.3 Term of Contract**

### **7B.3.1 Period of the Contract**

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

## **7B.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.

## **7B.5 Payment**

### **7B.5.1 Basis of Payment**

Refer to "Annex "A" – Basis of Payment.

### **7B.5.2 Limitation of Price**

*SACC Manual* clause [C6000C](#) (2011/05/16) Limitation of Price

### **7B.5.3 Single Payment**

*SACC Manual* clause [H1000C](#) (2008/05/12) Single Payment

## **7B.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.

## **7B.7 Insurance Requirements**

### **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.

### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to

each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Solicitation No. - N° de l'invitation  
W6898-180040/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
stj003

Client Ref. No. - N° de réf. du client  
W6898-180040

File No. - N° du dossier  
STJ-7-40107

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**MOBILE CRANE RENTAL WITH OPERATORS**  
**5 CDSB GAGETOWN, N.B.**

**April 01, 2018 until March 31, 2020**

Item	Description	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1)	40 Ton Crane rate per hour for service calls	Per Hour	260	\$ _____	\$ _____
2)	70 Ton Crane rate per hour for service calls	Per Hour	120	\$ _____	\$ _____
3)	80 Ton Crane rate per hour for service calls	Per Hour	260	\$ _____	\$ _____
4)	100 Ton Crane rate per hour for service calls	Per Hour	120	\$ _____	\$ _____
5)	Rigger rate per hour for service calls	Per Hour	260	\$ _____	\$ _____
	<b>TOTAL Estimated Amount used for Evaluation</b>				\$ _____

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**

1. Within seven (7) days and prior to issuance of Standing Offer, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
2. Within seven (7) days and prior to issuance of Standing Offer, the Bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
3. Within seven (7) days and prior to issuance of Standing Offer, the Bidder must provide a list of equipment to include year, make, and model and capacity as specified in Section 01 61 00, Para 1.3 in the Specification. Equipment is subject to inspection and approval by the Department of National Defence (DND).
4. Within seven (7) days and prior to issuance of Standing Offer, the Bidder must provide proof that he meets requirements of CAN/CSA Z150 Safety Code on Mobile Cranes and Crane Operator from New Brunswick Department of Public Safety.

**NOTE TO OFFERORS: WRITE DIRECTORS' AND OR OWNERS' SURNAMES AND GIVEN NAMES**

Solicitation No. - N° de l'invitation  
W6898-180040/A

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Buyer ID - Id de l'acheteu  
stj003

Client Ref. No. - N° de réf. du client  
W6898-180040

File No. - N° du dossier  
STJ-7-40107

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D”**

### **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)

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W6898-180040/A

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Buyer ID - Id de l'acheteu  
stj003

Client Ref. No. - N° de réf. du client  
W6898-180040

File No. - N° du dossier  
STJ-7-40107

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “E”**

### **Specification L-G2-9900/1754**



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

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
MOBILE CRANE RENTAL WITH OPERATORS  
BASE AND TRAINING AREA**

**01 APRIL 2018 TO 31 MARCH 2020**

Alan Bender  
Designed by

[Signature]  
Fire Inspector

Alan Bender  
Project O

Alison McCoy  
Engineering O

**PF No:**

**Job No:** L-G2-9900/1754

**Date:** 2017-08-14

**NATIONAL DEFENCE**  
**JOB NO.L-G2-9900/1754**  
**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 Agreement comprises the furnishing of all labour, materials, tools and equipment required to supply Mobile Cranes with operators at 5 CDSB Gagetown when requested on Form CF942, Call-Up Against A Standing Offer, and as specified herein.

### 1.02 DURATION OF STANDING OFFER

- .1 This Standing Offer Agreement will extend from 01 April 2018 to 31 March 2020.

### 1.03 REFERENCES

- .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.

### 1.04 QUALIFICATIONS

- .1 Contractors shall provide to PWGSC a list of equipment to include year, make, and model and capacity as specified in Section 01 61 00 Para 1.3.
- .2 Equipment shall be inspected and accepted by Engineer prior to issuance of Standing Offer.
- .3 Equipment is subject to inspection and acceptance by the Engineer at all times. Equipment found to be unacceptable must be repaired or replaced within 4 working hours by the contractor at the contractors expense.
- .4 Contractor to meet requirements of CAN/CSA Z150 Safety Code on Mobile Cranes and Crane Operator from New Brunswick Department of Public Safety.

### 1.05 ENGINEER

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer of Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:  
Contracts Office  
Real Property Operations Det Gagetown  
238 Champlain Avenue  
PO Box 17000 Station Forces  
Oromocto, N.B. E2V 4J5  
Tel. (506) 422-2677  
Fax (506) 422-1248

### 1.06 DOCUMENTS REQUIRED

- .1 Maintain at the job site one copy each of the following:
  - .1 Specifications; and
  - .2 Addenda.

#### 1.07 CONTRACTOR'S USE OF SITE

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

#### 1.08 CODES AND STANDARDS

- .1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### 1.09 OVERLOADING

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

#### 1.10 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, scaffolds, hoists, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

#### 1.11 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

#### 1.12 WORK REQUISITION

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
  - .1 The Contractor will provide service during normal working hours, five (5) days per week basis between the hours of 0700hrs to 1730hrs Monday



- to Friday inclusive and emergency service after normal working hours.
- .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
  - .3 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
  - .4 The Contractor will not refuse any call for service by the Engineer and will respond within 24 hours on normal service calls and within 4 hours on emergency service calls.
  - .5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.
  - .6 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work is started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/sign out sheet available for the Contractor.
  - .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number by which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
  - .8 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942.

### **1.13 QUANTITIES AND BASIS OF PAYMENT**

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit hourly rates and a material mark up for the following in accordance with the specifications. Such prices will include site visit, supervision, expenses, tools, equipment, rigging equipment, transportation (travel time to and from the contractors base of operation

will be included in the rates provided) and profit.

- .1 40 Ton Crane rate per hour for service calls. (Estimated Quantity: 260 hours)
- .2 70 Ton Crane rate per hour for service calls. (Estimated Quantity: 120 hours)
- .3 80 Ton Crane rate per hour for service calls. (Estimated Quantity: 260 hours)
- .4 100 Ton Crane rate per hour for service calls. (Estimated Quantity: 120 hours)
- .5 Rigger rate per hour for service calls. (Estimated quantity: 260 hours)
- .3 Time charged may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .4 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .5 When requested by the Engineer and work is cancelled due to unforeseen problems the minimum rental charge will be for 2 hours at the rate per piece of equipment in Section 00 21 12 Sub-section 11.13.2.
- .6 There will be no additional compensation added to the hourly rate for personnel or equipment, for work carried out after regular working hours including weekends and statutory holidays.

#### 1.14 DELIVERY POINTS

- .1 Mobilization of equipment to and from Main Gate or Petersville Gate, which ever gate is **the closest to the worksite, will be at the Contractor's expense.**
- .2 Charged time will commence when crane is met by Engineer at Main Gate or Petersville Gate and will cease upon leaving same gate in presence of Engineer. On day of arrival or departure, daily time slip will be signed accordingly by Engineer Daily time slips will be signed by the Engineer for working time on site.
- .3 The Engineer will advise the Contractor as to the exact location of the work site.

#### 1.15 INVOICES

- .1 Upon completion of the work the Contractor will submit the original and one copy of invoice. Copies of the daily signed time sheets with equipment capacity, model and serial number indicated to be provided with invoice. Time sheets to be signed by Engineer on a daily basis. All site locations with corresponding work order numbers are to be indicated on daily time sheet. All invoices and services must be received by contracts no later than 31 March of each year. DND will not be responsible for payment of invoices received after 31 March.

#### 1.16 SETTING OUT OF WORK

- .1 Contractor to meet Engineer or designated representative on site to

determine size of crane to be used and site conditions prior to mobilization of equipment, charges for this service will be at the contractors own expense.

- .2 Contractor to provide chart for recommended crane, indicating its lifting capacities over its radius range for lift required and site conditions.

#### **1.17 WORKMANSHIP**

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

#### **1.18 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### **1.19 SECURITY CLEARANCE**

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This 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.

**END OF SECTION**

**One 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, (Latest Edition).

**1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), 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 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats, safety boots 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.

END OF SECTION

## **1 GENERAL**

### **1.01 REPORTING FIRES**

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

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

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

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 BLOCKAGE OF ROADWAYS**

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

### 1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada (latest edition).
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

### 1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

### 1.09 QUESTIONS AND/OR CLARIFICATION

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

### 1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

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 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

**1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

**1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

**END OF SECTION**

### 1.01 DESCRIPTION OF REQUIREMENT

- .1 This section specifies requirements for supply, maintenance and operators for cranes.

### 1.02 RENTAL CONDITIONS

- .1 Equipment provided for the purpose of this agreement are accepted at the risk of the supplier for the duration of the contract.
- .2 No claim, demand or legal proceeding is to be brought against the Crown in respect to damage of equipment caused by negligence of the operator.

### 1.03 EQUIPMENT

- .1 The following equipment is required for this Standing Offer Agreement.
  - .1 40 ton crane;
  - .2 70 Ton crane.
  - .3 80 ton crane.
  - .4 100 ton crane.
- .2 License in accordance with Provincial regulations.
- .3 Equipped with standard night working lights.
- .4 Equipped with back-up beeper and horn.
- .5 Contractor to provide all required certified rigging including spreader bars, slings, shackles and other required equipment in order to carry out lifts at no additional cost.

### 1.04 MAINTENANCE

- .1 Repair any damage to equipment expeditiously.
- .2 Maintain equipment in good running order for duration of the contract.

### 1.05 SERVICING AND REPAIR

- .1 Lubrication, filter replacement and fluid level checks will be carried out by the Contractor. All on site repairs and maintenance will be carried out by the Contractor at their expense. The Contractor shall be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all on site maintenance. The Contractor shall also be responsible, at their expense, for the Base storage, issue and control of these commodities and for the collection, removal and proper disposal of waste oils, filters and containers.

### 1.06 OPERATION

- .1 Contractor's equipment operators will be fully licensed in accordance with provincial requirements.
- .2 Contractor to supply all fuels necessary for the duration of the contract.