

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

Title - Sujet RISO Electrical Dist.Sys.Maint.	
Solicitation No. - N° de l'invitation W6898-180031/A	Date 2018-01-30
Client Reference No. - N° de référence du client W6898-180031	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-007-4272
File No. - N° de dossier STJ-7-40126 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-15	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacDonald (STJ), Anne	Buyer Id - Id de l'acheteur stj007
Telephone No. - N° de téléphone (902)314-1009 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN 17000, B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité 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

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

REQUEST FOR STANDING OFFER (RFSO)

High Voltage Electrical Distribution Systems Maintenance and Repair 5 CDSB Gagetown and Outlying Areas, N.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:

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

.

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 (RFSO).

The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools, supervision and equipment required to conduct High Voltage Power Distribution Systems Maintenance and Repair at 5 CDSB Gagetown and Outlying Areas N.B. when requested on Form CF 942, Call-Up against a Standing Offer, and as specified within.

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

All work is to be completed in accordance with the Specifications attached Annex "E".

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 (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.

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

2.1 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 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to

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all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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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 "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.

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

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 M0069T (2007-05-25) 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. 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (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.

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

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 (2017-06-21) 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 April 1, 2018 to March 31, 2020.

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) 314-1009

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: Public Works & Government Services Canada.

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 \$100,000.00 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 (2017-06-21), 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**.

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 (2017-08-17) 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.

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
PRICING SCHEDULE
April 1, 2018 to March 31, 2020

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ €	Estimated Total Price \$ €
1	Rate per hour for a (2) two man line crew and line truck equipped for emergency repairs and power outages	Hours	1,500	\$	\$
2	Electrical Mechanic rate per hour for service calls on the Base Sub Station. Must be license with the NB Department of Labour and have a minimum 5 years qualified experience with Sub station Maintenance.	Hours	100	\$	\$
3	All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. For tendering purposes, the Contractor will submit their percent of mark-up on materia _____ % Allowance + Mark-up = TOTAL	Allowance	80,000	Mark-up in \$ _____	\$
<u>Total Estimated Amount used for Evaluation</u>					\$

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.

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ANNEX “B”

Certifications Precedent to Standing Offer Award

1. Workers Compensation Certification - Letter of Good Standing

The bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

1.3 Qualifications

As per “Specification - Section 00 21 13 - 1.04 Qualifications” for L-G2-9900/1744

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.
 - (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.

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- (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"

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)

Solicitation No. - N° de l'invitation

W6898-180031/A

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

W6898-180031/A

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

STJ007

CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

STATEMENT OF WORK OR REQUIREMENT



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

SPECIFICATION

**STANDING OFFER AGREEMENT
HIGH VOLTAGE ELECTRICAL DISTRIBUTION SYSTEMS
MAINTENANCE AND REPAIR
5 CDSB GAGETOWN AND OUTLYING AREAS
01 APRIL 2018 TO 31 MARCH 2020**

Designed by

Fire Inspector

Project O

Engineering O

PF No:

Job No: L-G2-9900/1744

Date: 2017-05-24

NATIONAL DEFENCE
JOB NO.L-G2-9900/1744
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, supervision and equipment required to conduct High Voltage Power Distribution Systems Maintenance and Repair at 5 CDSB Gagetown and Outlying Areas when requested on Form CF 942, Call-Up Against A Standing Offer, and as specified within.

1.02 DURATION OF CONTRACT

- .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 National Building Code of Canada, 2015.
- .3 The New Brunswick Occupational Health and Safety Act, 1991.
- .4 The Canadian Electrical Code, CSA C22.1-09.
- .5 Canadian Electrical Code, Part III, Electricity Distribution and Transmission Systems.
- .6 N.B. Power Standard Construction Practices, Overhead and Underground editions.

1.04 QUALIFICATIONS

- .1 The Contractor must possess a current Lineman License, specializing in High Voltage Installations, as issued by the New Brunswick Department of Post-Secondary Education Training and Labour. The Contractor must also have a minimum of five (5) years High Voltage Electrical Contracting experience. Proof of License and experience must be forwarded to the Engineer prior to award of this Standing Offer Agreement.
- .2 All work is to be performed by Linemen, Apprentices and Electrical Mechanic (Sub) for maintenance on substation licensed by the New Brunswick Department of Post-Secondary Education Training and Labour. Proof of License for each employee who will work on this Standing Offer Agreement must be provided to the Engineer prior to award.

1.05 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 Det Gagetown
238 Champlain Avenue

PO Box 17000 Station Forces
Oromocto, NB E2V 4J5
Tel: (506) 422-2677
Fax: (506) 422-1248

1.06 DOCUMENTS REQUIRED

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

1.07 CONTRACTORS 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 TEMPORARY SERVICES

- .1 DND, if determined a requirement by the Engineer can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, CSA C22.1-09.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.09 ACCEPTABILITY OF MATERIAL

- .1 Material and parts will be those specified by the manufacturer of the equipment and any other materials will require the approval of the Engineer.
- .2 Provide materials and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any changes in the design and installation of equipment and materials without written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.

- .6 All manufactured articles, materials and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of materials other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.10 GUARANTEE

- .1 The Contractor will guarantee all materials and workmanship for a period of one (1) year or for the manufacturer's guarantee, whichever is the longer, after acceptance by the Engineer. Any defects which develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

1.11 CODES AND STANDARDS

- .1 Perform work and enforce safety measures in accordance with the Canada Labour Code, Part II; National Building Code of Canada; The New Brunswick Occupational Health and Safety Act, 1991; Canadian Electrical Code Part III, Electricity Distribution and Transmission Systems; N.B. Power Standard Construction Practices, Overhead and Underground editions and WorkSafeNB, unless otherwise specified.
- .2 Contractor must be registered with WorkSafeNB and must provide proof of such to the Engineer prior to the award of this Standing Offer Agreement.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, the labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work is to meet or exceed the requirements of specified standards, codes and referenced documents. In the event of conflict between any provisions of the above authorities, the most stringent provision will apply.

1.12 OVERLOADING

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

1.13 TEMPORARY STRUCTURES

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

1.14 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.

1.15 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 on an eight (8) hours per day, five (5) days per week basis between the hours of 0730hrs to 1600hrs 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 2 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.

1.16 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Standing Offer will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them 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 supervision, expenses, tools, equipment, mobilization and de-mobilization, transportation and profit. Paid hours start upon arrival (sign in) and stop at departure (sign out) of Base.
 - .1 Rate per hour for a two (2) man line crew and line truck equipped for emergency repairs and power outages. (Estimated quantity: 1500 hours)
- .3 Electrical Mechanic rate per hour for service calls on the Base Sub Station. Must be license with the NB Department of Labour and have a minimum 5 years **qualified** experience with Sub station Maintenance. (Estimated quantity: 100 hours)
- .3 All materials will be invoiced at the Contractors wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material. (Estimated quantity: \$80,000.00)
- .4 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used as a guide. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .6 One invoice covering all charges will be submitted to the Engineer within 10 working days of completion of work. The invoice must indicate Contract number, DND work order number, requisition number. Also the invoice must itemize technicians names, dates, hours worked, material used complete with correct material mark up. Original copies of Contractors material invoices to be attached to invoice.

1.17 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 on their own time and expense will complete an application form for contractor passes for each individual. The Contractor will arrange and 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.

1.18 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

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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, 2015.

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2015, 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 Real Property Operations Detachment (Gagetown) 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. If the Contractor installs a Lock Out/Tag Out he is to inform the Engineer.
- .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.

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: obstructed;
 - .1 shut-off; and
 - .2 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 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.
- .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 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.

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- .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