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**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> RISO Energy Management-Gagetown,NB	
<b>Solicitation No. - N° de l'invitation</b> W6898-200453/A	<b>Date</b> 2020-02-20
<b>Client Reference No. - N° de référence du client</b> W6898-200453	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> MCT-9-42058 (033)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-033-5704	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2020-02-13	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-03-03</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Young (MCT), Leesa	<b>Buyer Id - Id de l'acheteur</b> mct033
<b>Telephone No. - N° de téléphone</b> (506) 871-1716 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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MCT033  
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This Solicitation Amendment No. one (001) is raised to issue the revised Standing Offer document dated 2020-02-20 and to include the following clarifications.

The following addendum to the tender documents is effective immediately. This addendum shall form part of the contract documents.

All other terms and conditions remain the same.

Addendum No. 001.

(1) English and French Request for Standing Offer documents should read as follows:

Part 3.1 – Offer preparation Instructions:

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

~~Section I: Technical Offer~~

Section I: Financial Offer

Section II: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

~~Section I: Technical Offer (1 hard copies)~~

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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

(2) English Request for Standing Offer document only, should read as follows:

Part 3 – 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

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(3) English and French Request for Standing Offer documents should read as follows:

Part 7A – 7.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**.  
The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

All enquiries concerning this amendment are to be forwarded to:

Name: Leesa Young

1045 Main Street,

Moncton, NB

E1C 1H1

Telephone No: (506) 871-1716

Facsimile No: (506-851-6759

Email: [leesa.young@pwgsc-tpsgc.gc.ca](mailto:leesa.young@pwgsc-tpsgc.gc.ca)

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- Annex A – Specifications
- Annex B – Basis of Payment
- Annex C – Certifications
- Annex D – Electronic Payment Instruments
- Annex E – Complete list of each individual who are currently on the Bidders' Board of Directors.

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**REVISION DATED: 2020-02-20**

## 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 and Additional Information: includes the certifications and additional information 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.

### 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 under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Alerton IBEX and BACtalk Energy Management Control Systems software and hardware on an as required basis. All work will be requested on form CF-942, Requisition against a Standing Offer as directed by the Engineer.

The period of this Standing Offer is from 01 April 2020 to 31 March 2022.

All Work to be completed in accordance with the Specifications attached Annex "A"

The requirement is subject to the provisions 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) (2019/03/04) 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 in the RFSO.

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Facsimile number: (506) 851-6759

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

## 2.3 Former Public Servant

### Former Public Servant - Competitive - Offer

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

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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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer

Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copies)

Section II: Certifications (1 hard copies)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

### **Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.**

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

Offerors must submit their financial offer in accordance with the Annex "B" Basis of Payment. The total amount of the Good and Services Tax or Harmonized Sales Tax 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.

**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 technical and financial evaluation criteria.

#### **4.1.1 Financial Evaluation**

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "B"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

### **4.2 Basis of Selection**

#### **4.2.1 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications and additional information listed in **Annex “C” 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.

### 5.2.3 Status and Availability of Resources

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

### 5.2.4 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

### 5.2.5 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.

The Bidder must provide, within 7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

#### Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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 "C".

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 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "A".

#### 7.2 Standard Clauses and Conditions

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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)* (<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 date of award to March 31, 2022.

### 7.3.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Leesa Young  
Title: Supply specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 871-1716  
Facsimile: (506) 851-6759  
E-mail adresse: [leesa.young@pwgsc-tpsgc.gc.ca](mailto:leesa.young@pwgsc-tpsgc.gc.ca)

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

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#### **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 (Offeror please complete)**

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

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

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

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

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

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

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

#### **7.5 Identified Users**

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

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

The Work will be authorized or confirmed by the Identified User(s) using form CF 942.

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

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

#### **7.8 Financial Limitation - Total**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$300,000.00 (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.

## 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) the supplemental general conditions 2010C (2018/06/21), General Conditions - Services (Medium Complexity);
- e) Annex A, Specifications;
- f) Annex B, Basis of Payment;
- g) Annex C, Certifications;
- h) Any amendment issued or any allowable offer revision received before the date and time set for the solicitation closing
- h) the Offeror's offer dated \_\_\_\_\_

## 7.10 Certifications and Additional Information

### 7.10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or 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.

### 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**.

### 7.12 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

### **7.13 Estimates**

SACC Manual clause M3800C (2006-08-15) Estimates

### **7.14 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.15 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.

## **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**

**2010C** (2018/06/21), 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

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

### 7.4.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

### 7.4.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

### 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

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.

## 7.6 Insurance Requirements

### Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". 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 seven (7) days after request form the Standing Offer Authority and prior to award of the Standing Offer, 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 Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.7 SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9062C	Canadian Forces Site Regulations	2011/05/16

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## **ANNEX "A" SPECIFICATIONS**

See attached document –

Standing Offer Agreement Alerton Energy Management,  
Job No: L-G2-9900/1811

**ANNEX "B" BASIS OF PAYMENT**

**Date of award to March 31, 2022**

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price		Estimated Total Price	
				\$	¢	\$	¢
1	Technicians rate per hour for service calls.	Hour	500	\$		\$	
2	All material will be invoiced at the Contractors wholesale cost, plus a percentage of mark-up. For tendering purposes, the Contractor will submit their percent of mark- up on material. _____ %	Allowance	\$100,000.00		Mark-up _____ % = \$ _____	Allowance + Mark-up = \$ _____	
<b><u>Total Estimated Amount used for Evaluation</u></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 "C" - CERTIFICATIONS**

1. Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the Provincial Workers' Compensation Board/Commission.
2. Within seven (7) days and prior to award, provide Former Public Servant Certification.
- 3 Within seven (7) days and prior to award, bidder may be asked to provide a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND).
4. The Contractor must be qualified and knowledgeable in the inspection and repair of Alerton Energy Management Systems and they must possess Envision for IBEX version 2.0 and BACtalk version 2.0 and have access to system hardware and software upgrades necessary to maintain the systems. The work must be performed by authorized technicians employed by or approved by the system manufacturer. Contractor must provide proof of technician's certification from the system manufacturer to .the Engineer prior to award of this Standing .Offer Agreement.
5. Contractor must provide proof of technician's certification from the system manufacturer to the Engineer prior to award of this Standing Offer Agreement.
6. Within seven (7) days and prior to award, provide proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

## **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.**

### **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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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) **Litigation Rights:** Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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**ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS 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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**ANNEX "E" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

Complete Legal Name of Supplier: \_\_\_\_\_

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

Supplier Procurement Business Number (PBN): \_\_\_\_\_

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

NAME	JOB TITLE / POSITION

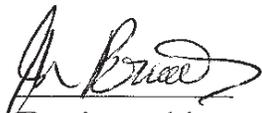
Include additional names on a separate sheet if required.



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

SPECIFICATION

STANDING OFFER AGREEMENT  
ALERTON ENERGY MANAGEMENT  
5 CDSB GAGETOWN AND TRAINING AREA  
01 APRIL 2020 TO 31 MARCH 2022

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9900/1811

Date: 2019-05-15

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	5
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1

**END OF SECTION**

## 1 GENERAL

### 1.01 DESCRIPTION OF WORK

- .1 The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Alerton IBEX and BACTalk Energy Management Control Systems software and hardware on an as required basis. All work will be requested on form CF-942, Requisition Against a Standing Offer as directed by the Engineer.
- .2 The period of this Standing Offer is from 01 April 2020 to 31 March 2022.

### 1.02 QUALIFICATIONS

- .1 The Contractor must be qualified and knowledgeable in the inspection and repair of Alerton Energy Management Systems and they must possess Envision for IBEX version 2.0 and BACTalk version 2.0 and have access to system hardware and software upgrades necessary to maintain the systems.
- .2 The work must be performed by authorized technicians employed by or approved by the system manufacturer.
- .3 Contractor must provide proof of technician's certification from the system manufacturer to the Engineer prior to award of this Standing Offer Agreement.

### 1.03 ENGINEER

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

### 1.04 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of the following:
  - .1 specifications; and
  - .2 addenda.
- .2 Provide to the Energy Management Control Shop (EMCS) personnel a copy, on CDROM, of any newly created databases and/or graphics necessary to complete the work. In addition to this documentation, a revised sequence of operation shall be provided on the CDROM if changes have been made. All of the above information is to be saved to the primary Operator Workstation at the EMCS.
- .3 The Contractor shall provide and install free of charge firmware build updates when performing other work at site.

- .4 The Contractor must request an address number from the EMCS, when installing an additional panel to the network.

#### **1.05 CONTRACTORS USE OF SITE**

- .1 Work site access will be directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 The Contractor shall not unreasonably encumber the site with materials or equipment.
- .4 When Contractor vehicles are to be parked, they will be backed into a parking space or risk being towed, at the owner's expense.

#### **1.06 POWER AND WATER SUPPLY**

- .1 DND can provide, free of charge, temporary electric power and water for servicing purposes related to this agreement only.
- .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 updated Canadian Electrical Code.
- .3 Supply of temporary services is subject to DND requirements and may be discontinued by the Engineer at any time without notice, or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

#### **1.07 ACCEPTABILITY OF MATERIAL**

- .1 The Contractor will use material and parts specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 The Contractor will provide material 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 change in the design and installation of equipment and materials without the prior 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 material 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.

### **1.08 GUARANTEE**

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

### **1.09 CODES AND STANDARDS**

- .1 Perform work in accordance with:
  - .1 the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE),
  - .2 the Canada Labour Code Part 2; and
  - .3 the National Building Code of Canada,
  - .4 all above mentioned references will be the latest edition, unless otherwise specified.
- .2 The Contractor will work to meet or exceed requirements of specified standards, codes and referenced documents.
- .3 Contractor must be registered with WorkSafeNB.
- .4 The Contractor will observe and enforce safety measures required by:
  - .1 the National Building Code, Provincial Government, Canada Labour Code Part 2 (including section 8.12 to 8.14 regarding lock-out procedures),
  - .2 WorkSafeNB; and
  - .3 Municipal Statutes and Authorities.
- .5 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.

### **1.10 OVERLOADING**

- .1 The Contractor will ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.

### **1.11 TEMPORARY STRUCTURES**

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

### **1.12 CUTTING, FITTING AND PATCHING**

- .1 The Contractor will perform cutting, fitting and patching of materials when required to allow work to fit properly together.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and perform repairs to match existing work.

### 1.13 CLEAN UP

- .1 The Contractor will, on completion of all work, remove all surplus materials, plant, tools, equipment, and debris, and leave the work site in a clean and tidy condition to the complete satisfaction of the Engineer.
- .2 The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

### 1.14 WORK REQUISITION

- .1 The work to be performed will be requested Form CF-942, Requisition Against a Standing Offer when ordered by the Engineer is as follows:
  - .1 The Contractor will provide service during regular working hours on an 8 hour per day, 5 days per week basis, 0730 to 1600 hrs, Monday to Friday inclusive, also Emergency Service calls at any time during or after normal working hours, weekends and holidays.
  - .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, on receipt of a Standing Offer Agreement will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
  - .4 The Contractor will not refuse any call for service requested by the Engineer and will respond within 24 hours on normal service calls and 4 hours on emergency calls.
  - .5 When service is required, the Engineer or authorized person will notify the Contractor and detail the job. Service will be requisitioned on Form CF-942, Requisition Against a Standing Offer. This form will detail the work to be performed and will be signed by an authorized person. A 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 on a daily basis. After reporting in the Contractor will proceed to the location of 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 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 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.
  - .7 The Contractor is to return one copy of the signed form CF942 that requested to work with their invoice, as well as copies of all daily work reports. 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 number issued on the CF942.
  - .8 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

**1.15 BASIS OF PAYMENT**

- .1 The work done 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 in respect of the work.
- .2 The Contractor will submit prices for the following in accordance with the specification. Such prices will include transportation (travel time to and from the contractors base of operation will be included in the rates provided), supervision, expenses and profit.
- .3 Rates submitted will be for time on the job site. Travel time to and from the job site will not be charged, but will be inclusive of the rates submitted.
  - .1 Technicians rate per hour for service calls.
  - .2 All materials will be invoiced at the contractor's wholesale cost plus a percentage of mark-up. The Contractor will submit their percent of mark-up for tender purposes. Copies of invoices for material used must accompany the invoice for work performed.
- .4 Time charged and the contract price of materials (if used) may be verified by Government Audit before and after payment.
- .5 Quantities are to be used as a guide and may increase or decrease. Quantities are not guaranteed and the contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

**1.16 SECURITY CLEARANCES**

- .1 The Contractor shall maintain an up to date roster of technicians involved in the contract including labourers. This roster shall be made available to the Engineer upon demand.

**1.17 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession an authorized Contractor Pass while employed on DND property. Such passes will be produced when requested by 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 accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 The Contractor will provide a photocopy of passes to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

**END OF SECTION**

## 1 GENERAL

### 1.01 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick
  - .1 Occupational Health and Safety Act, S.N.B. 1991.
- .3 All above mentioned references will be the latest edition.

### 1.02 REGULATORY REQUIREMENTS

- .1 The Contractor will perform work in accordance with the safety measures of:
  - .1 National Building Code, (Latest Edition);
  - .2 Provincial Government, WorkSafeNB;
  - .3 municipal authority; and
  - .4 in any case of conflict or discrepancy the more stringent requirements shall apply.

### 1.03 RESPONSIBILITY

- .1 The Contractor will be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to the extent that they may be affected by conduct of work.
- .2 The Contractor will comply with and enforce compliance by employees with respect to safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

### 1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety related factor, hazard, or condition become evident during performance of work, the Contractor will:
  - .1 follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction.
  - .2 Advise Engineer verbally and in writing.

### 1.05 CORRECTION OF NON-COMPLIANCE

- .1 The Contractor will immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 The Contractor will 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 are not corrected.

**1.06 WORK STOPPAGE**

- .1 The Contractor will 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 activate nearest fire alarm box; or
  - .2 telephone 911.
  - .3 emergency (RTA) - Call 3121 or 2482
- .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 The Contractor will 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 The Contractor will advise the 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.
- .2 Smoking in DND buildings is prohibited.

### 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.
- .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 The Contractor will 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 The Contractor will, when work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers.
- .4 Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief.
- .5 Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .6 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 The Contractor will allow the Fire Chief or his representative, unrestricted access to work site.
- .3 The Contractor will co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 The Contractor will immediately remedy all unsafe fire situations observed by Fire Chief.

**END OF SECTION**

**1 GENERAL**

**1.01 GENERAL**

- .1 The 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 The Contractor will not bury rubbish and waste materials on site unless approved by Engineer.
- .2 The Contractor will 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).
- .2 In the event of an inadvertent AFFF release from the system, the Contractor will stop work, and immediately report to the Contract Manager the area in which the system released and the amount released. If the Contractor is not able to reach the Contract Manager, the Contractor will immediately contact the Fire Hall (Tel 506-422-2000 Ext 2106).
- .3 The AFFF shall not be discharged into the environment during inspection procedures or during maintenance. In the event of a spill the Contractor will immediately take corrective action to clean up the material. If any AFFF foam is accidentally released to the environment, the Contractor will report it to the Contract Manager and to the Environment Department (Tel 506-422-2000 Ext 2878) immediately.

**END OF SECTION**