

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759**

## 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**

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

<b>Title - Sujet</b> RISO Rental, Tools and Equipment	
<b>Solicitation No. - N° de l'invitation</b> W6898-210512/A	<b>Date</b> 2020-12-10
<b>Client Reference No. - N° de référence du client</b> W6898-210512	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-037-5851
<b>File No. - N° de dossier</b> MCT-0-43087 (037)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Standard Time AST <b>on - le 2021-01-26</b> Heure Normale de l'Atlantique HNA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (MCT), Anne	<b>Buyer Id - Id de l'acheteur</b> mct037
<b>Telephone No. - N° de téléphone</b> (902)314-1009 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	7
2.5 APPLICABLE LAWS.....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.1.1 FINANCIAL EVALUATION.....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	10
<b>PART 6 - INSURANCE REQUIREMENTS .....</b>	<b>12</b>
6.1 INSURANCE REQUIREMENTS .....	12
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
<b>A. STANDING OFFER .....</b>	<b>13</b>
7.1 OFFER.....	13
7.2 SECURITY REQUIREMENTS .....	13
7.3 STANDARD CLAUSES AND CONDITIONS.....	13
7.4 TERM OF STANDING OFFER .....	13
7.5 AUTHORITIES .....	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
7.7 IDENTIFIED USERS .....	14
7.8 CALL-UP INSTRUMENT .....	14
7.10 LIMITATION OF CALL-UPS .....	14
7.11 FINANCIAL LIMITATION.....	14
7.12 PRIORITY OF DOCUMENTS .....	15
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15

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7.14	APPLICABLE LAWS.....	15
7.15	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
<b>B.</b>	<b>RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
7.1	STATEMENT OF WORK.....	16
7.2	STANDARD CLAUSES AND CONDITIONS.....	16
7.3	TERM OF CONTRACT .....	16
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.5	PAYMENT .....	16
7.6	INVOICING INSTRUCTIONS .....	17
7.8	SACC MANUAL CLAUSES .....	18
<b>ANNEX "B"</b>	<b>.....</b>	<b>22</b>
	CERTIFICATIONS PRIOR TO STANDING OFFER AWARD .....	22
<b>ANNEX "C"</b>	<b>.....</b>	<b>23</b>
	INSURANCE REQUIREMENTS.....	23
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b>	<b>.....</b>	<b>25</b>
	ELECTRONIC PAYMENT INSTRUMENTS.....	25
<b>ANNEX "E"</b>	<b>.....</b>	<b>26</b>
	COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR .....	26
<b>ANNEX "F"</b>	<b>.....</b>	<b>27</b>
	VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES.....	27
<b>ANNEX "G"</b>	<b>.....</b>	<b>29</b>
	SPECIFICATION.....	29
	L-G2-9900/1854 .....	29

## **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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Basis of Payment, Certifications Required Precedent to Issuance of a Standing Offer, Insurance Requirements, the Electronic Payment Instruments, a reminder to submit a complete list of names of Directors and/or Owners of the Offeror, Voluntary Certification to Support the Use of Apprentices and the Statement of Work

### **1.2 Summary**

- 1.2.1 The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO) for the Rental of Tools and Equipment on an as and when requested basis in accordance with the Specification Job No. L-G2-9900/1854 dated 2020-09-08, located in Annex "G", for the period from Date of April 1, 2021 to 31 March 2023 inclusive.

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

The area of delivery is all localities within the province of New Brunswick with the postal code beginning with E2V.

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The Standing Offer will be based on an as and when requested basis for the two year period from April 1, 2021 to March 31, 2023.

- 1.2.2 "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and 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>) 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 (2020-05-28) 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: 90 days

#### 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.

Offers by facsimile will be accepted. Facsimile number is (506) 851-6759.

### 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**

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 seven (7) 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.

## **2.6 Bid Challenge and Recourse Mechanisms**

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



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

### **3.1 Offer Preparation Instructions**

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

Offerors must submit their financial offer in accordance with the Annex A, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **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**

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

#### **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 "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive

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

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer 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 – List of Names**

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.

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

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

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

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## **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 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.

The Bidder must provide, within 5 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.

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

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## **PART 6 - 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**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 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.

##### **7.3.1 General Conditions**

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2021 to March 31, 20231.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Anne MacDonald  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 161 St. Peters Rd, 2<sup>nd</sup> Floor, Suite 204  
Charlottetown, PE  
C1A 5P7  
Telephone: (902) 314-1061  
Facsimile: (506) 851-6759  
E-mail address: anne.macdonald@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

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

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

### 7.5.2 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.

### 7.5.3 Offeror's Representative (Offeror please complete)

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

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

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

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

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

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

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

### 7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

(M3025C 2020/05/04)

### 7.7 Identified Users

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

### 7.8 Call-up Instrument

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

### 7.10 Limitation of Call-ups

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

### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$402,500.00** (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.

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

## 7.13 Certifications and Additional Information

### 7.13.1 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.

### 7.13.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25

## 7.14 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**.

## 7.15 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.

## **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.

Section 13 Interest on Overdue Accounts, of the general conditions 2010C (2018/06/21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **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 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: 2019-01 of the Treasury Board Secretariat of Canada.

(M3025C 2020/05/04)

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

Refer to "Annex A" "Basis of Payment"

#### **7.5.2 Limitation of Price**

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

### 7.5.3 Method of Payment

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

### 7.5.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30

### 7.5.5 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)

### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 7.7 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 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.

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

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## 7.8 **SACC Manual Clauses**

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

**ANNEX "A"**  
**BASIS OF PAYMENT**  
**April 1, 2021 to March 31, 2023**

	Item	Req'd	Day	Week	Month
1	gas plate compactor 457mm (18")wide plate	1			
2	diesel plate compactor 610mm (24")wide plate	1			
3	compactor, vibrating walk behind 660mm (26") double drum	1			
4	compactor vibrating ride on 1680mm (5'-6") wide smooth drum	1			
5	air breaker 27Kg (60 lb) with hose and chisel	1			
6	core drill c/w accessories	1			
7	dehumidifier, industrial (Drizair model 2400 or equivalent)	1			
8	Portable Air Conditioner – 5 ton capacity	1			
9	electric 110V breaker 18 Kg (40 lb) c/w accessories	1			
10	electric plumber snakec/w chain cables, feeding tool, wrench, diamond cutter & retrieving tool	1			
11	excavator mini 2.7m (9') digging depth	1			
12	4wd tractor rubber tire w/loading bucket and hoe (Kubota B21 or equivalent)	1			
13	Trailer – utility (dump) 12' x 8' wide weight 10,000.00 pd max double axle	1			
14	generator 20-50 kW	1			
15	Generator 50-100 kW	1			
16	electric concrete floor grinder	1			
17	heater 150,000 BTU oil or kerosene	1			
18	heater 150,000 BTU propane	1			
19	herman Nelson Heater 450,000 BTU vented heater kerosene/furnace oil/diesel c/w 4 ducts (30.48cm x 3.656 m)	1			
20	herman Nelson Heater ducts (30.48cm x 3.656 m) (12' x 12")	1			
21	scissor lift 7.9m (26') electric smooth tires	1			
22	scissor lift 11.9m (39') electric smooth tires	1			
23	scissor lift 10.0m (33') gas/propane 4wd rough terrain	1			
24	scissor lift 12.2m (40') gas/propane 4wd rough terrain	1			
25	person lift 13.7m (45') gas/propane articulating 4wd rough terrain	1			

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

26	person lift 18.3m (60') gas/propane articulation 360° rotation 4wd rough terrain	1			
27	person lift 24.3m (80') gas/propane articulation 360° rotation 4wd rough terrain	1			
28	person lift – 100' straight arm	1			
29	mixer, cement 0.08m³ (2.5ft³) electric	1			
30	mixer, cement 0.25m³ (9.0 ft³) electric	1			
31	mixer, mortar 0.17m³ (6.0 ft³) gas or electric	1			
32	power auger two man	1			
33	power trowel 0.91m (36") gas	1			
34	pump, de-watering 50mm (2") gas c/w hoses	1			
35	pump, de-watering 75mm (3") gas c/w hoses	1			
36	pump, trash 150mm (6") diesel x/w 6.1m (20') suction hose & 600m (200') discharge hose	1			
37	hand held gas power sweep	1			
38	saw masonry or steel gas 200mm (8")	1			
39	concrete saw (slab) 356mm (14")	1			
40	concrete chainsaw	1			
41	skid steer loader 680 kg (1500 lb) capacity w/utility bucket	1			
42	skid steer loader 1088 kg (2400 lb) capacity w/utility bucket	1			
43	skid steer loader 680 kg (1500 lb) capacity w/angle boom	1			
44	skid steer loader 1088 kg (2400 lb) capacity w/auger	1			
45	vibrator concrete 38mm (1.5")	1			
46	vibrator concrete 50mm (2")	1			
47	welder arc 300A diesel c/w 60m (200') lead ground cable, 60m (200') welding cable & remote c/w 60m (200') cable	1			
48	additional welding cable per 300mm (1')	1			
49	steam jenny (2500 psi)	1			
50	wood drum chipper gas operated 300mm (12") cap. Vermeer BC100 or equivalent	1			
51	wood stump grinder	1			
52	acetylene torch, hose and regulator	1			
53	trailer - two ton capacity flat bed	1			
54	light tower 6000 watt diesel c/w 4x1000 watt bulbs	1			

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

55	bulldog portable 1000 watt light compatible w/item 104 light tower unit	1			
56	erin screener\	1			
57	5.08cm (2") hydraulic pipe bender	1			
58	30.48cm (12") explosion proof blower w/45.72cm (18") tubing	1			
59	miscellaneous additional item/rental not listed herein at retail price.	allowance	10K	10K	10K

Total Estimated Amount Used for Evaluation	Day	Week	Month
	\$	\$	\$

Note : The estimated quantity entered in the "Estimated Quantity" column 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.

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **CERTIFICATIONS PRIOR TO STANDING OFFER AWARD**

1. Workers' Compensation Certification – Letter of Good Standing Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. Within seven days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance as specified in Annex C.

## **ANNEX "C"**

### **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 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

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.

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

## **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)

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "F"

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “F”**

### **Voluntary Certification to Support the Use of Apprentices (cont.)**

The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

Solicitation No. - N° de l'invitation  
W6898-210512/A  
Client Ref. No. - N° de réf. du client  
W6898-210512

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-0-43087

Buyer ID - Id de l'acheteur  
MCT037  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX “G”**

**SPECIFICATION**

**L-G2-9900/1854**



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

SPECIFICATION

STANDING OFFER AGREEMENT  
RENTAL OF TOOLS AND EQUIPMENT  
5 CDSB GAGETOWN AND TRAINING AREA  
AND VARIOUS ARMOURIES IN NB & PEI

01 APRIL 2021 TO 31 MARCH 2023

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9900/1854

Date: 2020-09-08

NATIONAL DEFENCE	LIST OF CONTENTS	SECTION 00 01 11
JOB NO. L-G2-9900/1854		PAGE 1
5 CDSB GAGETOWN		2020-09-08

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	3
<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 covered under this Standing Offer comprises the furnishing of all tools and equipment on a rental basis as and when requested on a form CF 942 Call up Against a Standing Offer Agreement by the Engineer.

### 1.02 ENGINEER

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

### 1.03 DURATION OF CONTRACT

- .1 The period of this Standing Offer is from 01 April 2021 to 31 March 2023.

### 1.04 INSTRUCTION TO CONTRACTOR

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

### 1.05 SERVICING AND REPAIR

- .1 Lubrication, filter replacement, fluid level checks and regularly scheduled

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

#### **1.06 CONTRACTOR PASSES**

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

#### **1.07 SECURITY CLEARANCE**

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.

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

- .1 Use of site will be limited to areas fixed delivery points by the Engineer for delivery and pickup of tools and equipment.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Contractor will not unreasonably encumber the site with materials or equipment.
- .4 Travel on the training area roads is dangerous and is prohibited without prior authority. Entry and exit to the Base is to be controlled by the Engineer. All Vehicles entering and exiting the base are subject to search.
- .5 When travelling in the training area delivery vehicles should contain the following documents:
  - .1 Map of the training area; and
  - .2 Range Safety Order 5-11

- .6 Base policy states when vehicles will be parked, they will be backed into a parking space or risk being towed.

#### 1.09 REQUISITION

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

#### 1.10 INVOICES

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

END OF SECTION

## 1 GENERAL

### 1.01 REFERENCES

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

### 1.02 REGULATORY REQUIREMENTS

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

### 1.03 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 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.
- .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.

#### **1.04 UNFORESEEN HAZARDS**

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

#### **1.05 CORRECTION OF NON-COMPLIANCE**

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

#### **1.06 WORK STOPPAGE**

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

#### **1.07 SAFETY MEASURES**

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

#### **1.08 WHMIS**

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

**END OF SECTION**

## **1 GENERAL**

### **1.01 FIRE SAFETY PLAN**

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

### **1.02 FIRE DEPARTMENT BRIEFING**

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

### **1.03 REPORTING FIRES**

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

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

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

### **1.05 FIRE EXTINGUISHERS**

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

### **1.06 BLOCKAGE OF ROADWAYS**

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

### 1.07 SMOKING PRECAUTIONS

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

### 1.08 RUBBISH AND WASTE MATERIALS

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

### 1.9 Flammable

### LIQUIDS

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

### 1.10 HAZARDOUS SUBSTANCES

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

life and property from damage by fire or explosives.

- .3 When Work is being carried out in dangerous or hazardous areas involving use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with level of protection necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at cessation of such work.

#### 1.11 QUESTIONS AND/OR CLARIFICATION

- .1 Any questions or clarification on Fire Safety in addition to above requirements shall be directed to and cleared through the Fire Chief.

#### 1.12 FIRE INSPECTION

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

END OF SECTION



## **1 GENERAL**

### **1.01 GENERAL**

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

### **1.02 DISPOSAL OF WASTES**

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

### **1.03 SPILL PROTECTION**

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

**END OF SECTION**