

**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 Chemical Toilets - NB/PEI	
<b>Solicitation No. - N° de l'invitation</b> W6898-210521/A	<b>Date</b> 2021-03-11
<b>Client Reference No. - N° de référence du client</b> W6898-210521	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-039-5964
<b>File No. - N° de dossier</b> MCT-0-43110 (039)	<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 2021-04-21</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> Lomax (MCT), Sandra	<b>Buyer Id - Id de l'acheteur</b> mct039
<b>Telephone No. - N° de téléphone</b> (506)639-8503 ( )	<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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	RISO Chemical Toilets - NB/PEI RISO Chemical Toilets - NB/PEI	W6898	W6898	1	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

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W6898-210521/A  
Client Ref. No. - N° de réf. du client  
W6898-210521

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

Buyer ID - Id de l'acheteur  
MCT039  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A" BASIS OF PAYMENT**

**ANNEX "B" CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD**

**ANNEX "C" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

**ANNEX "D" SPECIFICATION**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications 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 Precedent To Standing Offer Award, the Security Requirements Check List, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror, Voluntary Certification To Support The Use Of Apprentices and the Statement of Work.

### **1.2 Summary**

Requesting a Regional Individual Standing Offer for the provision of all labour, material, tools and equipment for the rental of Chemical Toilets and Hand Wash Stations as per the specification attached to the Request for Standing Offer, for the Department of National Defence, located within 5 Canadian Division Support Base (5 CDSB) Gagetown, Ranges and Training area and various locations in New Brunswick and Prince Edward Island on an as and when requested basis for the period from date of award to March 31, 2023.

### **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](#) (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.

#### 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.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[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 Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

**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."

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

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

## 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: 2019-01](#) 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.

*(Derived from - Provenant de: M3025T, 2020/05/04)*

### 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.

## 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

- 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.
- 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

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

## 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 Cost in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Estimated Cost will be calculated using the estimated usage figures on each of the **Unit Price Tables (See Annex "A")**.

#### 4.1.2 Basis of Selection

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

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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

##### 5.2.1 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 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.

*(Derived from - Provenant de: A0285T, 2012/07/16 )*

## **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 herein.

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

*(Derived from - Provenant de: M9015T, 2016/01/28 )*

## **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 "D".

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

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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, 2023.

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## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 126 Prince William Street  
Saint John, NB  
E2L 2B6  
Telephone: (506) 639-8502  
E-mail address: Sandra.lomax@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.

### 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 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.

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(Derived from - Provenant de: A3025C, 2020/05/04)

## 7.6 Identified Users

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

## 7.7 Call-up Instrument

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

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

## 7.9 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$2,000,000.00** (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 3 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.

(Derived from - Provenant de: M4506C, 2013/04/25 )

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- e) Annex E, Specification;
- f) Annex A, Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer dated \_\_\_\_\_

## 7.11 Certifications and Additional Information

### 7.11.1 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.

## **7.12 Applicable Laws**

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

## **7.13 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 (Specification)**

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**

2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services

#### **7.2.2 Supplemental General Conditions**

2010C (2020/05/28), 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 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.  
(Derived from - Provenant de: A3025C, 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

## 7.6 Insurance Requirements

### 7.6.1 Insurance – Specific Requirements

#### Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(Derived from - Provenant de: G1001C, 2013/11/06 )

#### 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) Environmental Impairment Liability Insurance
      1. The Contractor must obtain Type 1: Pollution Legal Liability – Fixed Site Coverage and Type 2: Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.



2. 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.

3. The Type 1: Pollution Legal Liability – Fixed Site Coverage and Type 2: Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Separation of Insureds: 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.

(d) 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.

(e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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## ANNEX "A"

### BASIS OF PAYMENT

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

ANNEX A - PRICING SHEET  
Job No. L-G2-9900/1837  
2020-06-15

Item No	Requirement	Unit of Issue	A 01 April 2021 to 31 March 2023 Unit price	For Financial Purposes Only		
				B Estimated Units Required	C Estimated Quantities	A*B*C Total
	<b>Base and Training Area</b>					
1	Same price for all units fully serviced (except Portable Shower trailers)	per unit per day		100	400 days	
2	Same price for all units fully serviced (except Portable Shower trailers)	per unit per week		100	1 week	
3	Same price for all units fully serviced (except Portable Shower trailers)	per unit per month		100	1 month	
4	Portable Shower trailers (Rental Only)	per trailer per call-up period		1	1	
5	Portable Shower trailers -Grey Water (when requested only)	per hour		1	1	
6	Portable Shower trailers -Fresh Water (When requested only)	per hour		1	1	
7	Portable Shower trailers -cleaning (when requested only)	per trailer		1	1	
8	Portable Shower trailers -Propane restock (When requested only)	per trailer per fill-up		1	1	
9	Moving units & trailers within 5 CDSB Gagetown and Training Area	per hour			25 hours	
10	Extra cleaning and servicing (all units except PS trailers)	per each			500 units	
11	Extra cleaning and servicing for Portable Shower Trailers	per each			2 units	
12	Price to empty cleaning of grey water in 1000 litre tanks, ROWPU waste and bulk grey water storage bladders or tanks.	per hour			100 hours	
13	Price to supply fresh water to bulk storage bladders.	per hour			10 hours	
	<b>Various locations in New Brunswick (NB) and Prince Edward Island (PE)</b>					
13	Same price for all units fully serviced (except Portable Shower trailers)	per unit per day		100	200 days	
14	Same price for all units fully serviced (except Portable Shower trailers)	per unit per week		100	1 week	
15	Same price for all units fully serviced (except Portable Shower trailers)	per unit per month		100	1 month	
16	Portable Shower trailers (Rental Only)	per trailer per call-up period		1	1	
17	Portable Shower trailers -Grey Water (when requested only)	per hour		1	1	

Item No	Requirement	Unit of Issue	A 01 April 2021 to 31 March 2023	For Financial Purposes Only		
				B Estimated Units Required	C Estimated Quantities	A*B*C Total
18	Portable Shower trailers -Fresh Water (When requested only)	per hour		1	1	
19	Portable Shower trailers -cleaning (when requested only)	per trailer		1	1	
20	Portable Shower trailers -Propane restock (When requested only)	per trailer per fill-up			1	
21	Moving units & trailers within NB and PE	per hour			25 hours	
22	Extra cleaning and servicing (all units except PS trailers)	per each			500 units	
23	Extra cleaning and servicing for Portable Shower Trailers	per each			2 units	
24	Price to empty cleaning of grey water in 1000 litre tanks, and bulk grey water storage bladders or septic tanks.	per hour			100 hours	
25	Price to supply fresh water to bulk storage bladders.	per hour			10 hours	
	<b>Grand Total (Offer evaluation price- items 1 to 25)</b>					

**FOR INFORMATION PURPOSES ONLY: Replacement cost of units/trailers due to loss or damage beyond normal wear and tear**

(a)	Same price for all units (except Portable Shower trailers)	per unit	
(b)	Portable Shower Trailers	per unit	

\*The estimated quantities and units are for financial evaluation purposes only.

For the purpose of the Standing Offer the Offeror must have available to them at all times the minimum number of units as detailed in the spec.. item 1.16

## ANNEX "B"

### CERTIFICATIONS PRECEDENT 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. The Offeror MUST have available the following minimum number of units available:

Standard Toilets: 800 units;  
Barrier Free Toilets: 20 units;  
Toilets complete with build in Hand Wash Station: 75 units;  
Two (2) Person Hand Wash Stations: 30 units;  
Four (4) Person Hand Wash Stations: 60 units;  
Insulated Toilets: 10 units;  
Portable Shower Trailers: 2 trailers.

Prior to award the units/trailers will be inspected to ensure that units/trailers are acceptable and minimum numbers are available.

3. 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.**
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

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



Solicitation No. - N° de l'invitation  
W6898-210521/A  
Client Ref. No. - N° de réf. du client  
W6898-210521

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

Buyer ID - Id de l'acheteur  
MCT039  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D”**

### **Specification L-G2-9305/69**





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

**SPECIFICATION**

**STANDING OFFER AGREEMENT  
PROVISION AND SERVICING OF CHEMICAL TOILETS,  
HAND WASH STATIONS, PORTABLE SHOWERS  
AND GREY WATER IN NEW BRUNSWICK  
AND PRINCE EDWARD ISLAND  
01 APRIL 2021 TO 31 MARCH 2023**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**  
**Job No:** L-G2-9900/1837

**Date:** 2020-06-15

NATIONAL DEFENCE	LIST OF CONTENTS	SECTION 00000
JOB NO.L-G2-9900/1837		PAGE 1
5 CDSB GAGETOWN, N.B.		2020-06-15

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00 21 13	Instructions to Bidders	8
<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 Agreement comprises the furnishing of all labour, material, tools and equipment to provide services as follows:
  - .1 Provide and deliver chemical toilets complete with hand sanitizer, barrier free chemical toilets, chemical toilets complete with hand wash stations, two or four person hand wash stations and empty and dispose of grey water in 1000 litre tanks, ROWPU waste water bladders and bulk grey water storage bladders or tanks at sites within 5 Canadian Division Support Base (5 CDSB) Gagetown and 5 CDSB Gagetown Ranges and Training Area (RTA), and various locations in New Brunswick and Prince Edward Island as directed by the Engineer.
  - .2 Provide and deliver insulated chemical toilets complete with hand sanitizer, to sites within 5 CDSB Gagetown and RTA, and various locations in New Brunswick and Prince Edward Island as directed by the Engineer.
  - .3 Provide and deliver shower trailers complete with grey water tank and fresh (potable) water tank, to sites within 5 CDSB Gagetown and RTA, and various locations in New Brunswick and Prince Edward Island as directed by the Engineer. Pricing for showers shall include the delivery of fresh water and the disposal of grey water.
  - .4 Properly install and level each unit delivered to the site.
  - .5 Ensure each unit supplied is winterized during cold weather.
  - .6 Provide the requested number of chemical toilets and hand wash stations in a completely usable condition or to the satisfaction of the Engineer.
  - .7 Starting the next day after delivery or set up and every day thereafter; discharge, clean, pressure wash, disinfect, recharge, test and provide all services including toilet paper, paper towels, hand soap and hand sanitizer.
  - .8 Repair and/or replace units as necessary as required to ensure all units are continuously serviceable.
  - .9 Contractor will supply Material Safety Data Sheets (MSDS) to the Engineer for all products used in the operation, sanitation and winterizing of each unit.

### 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.
- .2 The address of the Engineer is:
  - Contracts Office
  - Real Property Operations Detachment Gagetown
  - Building B-18
  - 238 Champlain Avenue
  - PO Box 17000 Stn Forces
  - Oromocto, NB E2V 4J5
  - Tel: (506) 422-2677
  - Fax: (506) 422-1248

### 1.03 DURATION OF CONTRACT

- .1 The duration of this Standing Offer will be from 01 April 2021 to 31 March 2023.

### 1.04 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy of the following:
  - .1 Specification;
  - .2 Addenda;
  - .3 Map of 5 CDSB Gagetown Range and Training area, Edition 19 or newer; and
  - .4 Section 5 of 5 CDSB Gagetown Range Standing Orders, Edition 2014 or newer (Non-Military Use Regulations).

### 1.05 CONTRACTOR'S USE OF SITE

- .1 Access to the site of work will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Access pass for personnel and vehicles for work in RTA will be issued by Range Control, building K-69.
- .4 Do not unreasonably encumber the site with equipment.

### 1.06 EQUIPMENT REMOVAL

- .1 Equipment, units and trailers as described in Sections 1.7, 1.8 and 1.9 will be removed from DND property **within 24 hours** following the end date specified in the request for service. Failure to do so could result in damage to unattended units, which will be deemed the Contractor's responsibility if damage occurred after the rental period.
- .2 Units left on DND sites after the rental period has expired will continue to be serviced as described in 1.1.7, at no charge to the Engineer.
- .3 Notwithstanding Section 1.14.5 of this specification, units damaged during the rental period must be reported immediately to the Military Police at 506-422-1419. Section 1.14.5 provides safety procedures which take priority over damaged equipment
- .4 The Contractor will not remove units from the site during the rental period except to replace an inoperative unit and only with approval from the Engineer.

### 1.07 CHEMICAL TOILETS

- .1 Standard chemical toilets will be equipped as follows:
  - .1 Completely self-contained portable sanitation unit mounted on skids;
  - .2 Free of objectionable odours;
  - .3 Have a holding tank with a usable capacity of 273 litres (minimum) to retain all waste until the toilet is cleaned;
  - .4 Manufactured of fibreglass and high impact plastic materials;
  - .5 Operate in all weather conditions;

- .6 Operated with approved bio-degradable chemicals;
  - .7 Have instant hand sanitizer dispenser affixed inside each unit. Application instructions will be in both official languages; and
  - .8 Have cleaning log affixed inside to record date and time of servicing as per Section 1.1.7.
- .2 Barrier Free chemical toilets will be equipped in addition to 1.7.1 as follows:
- .1 Completely self-contained portable sanitation unit with floor at ground level to provide easy wheelchair access;
  - .2 Have a minimum of 3 grab bars mounted on the inside walls to ease mobility;
  - .3 Have a minimum door frame width of 85 cm inside diameter; and
  - .4 Have an adequate interior room to maneuver a wheelchair.
- .3 Chemical toilets complete with built in hand wash station will be equipped in addition to 1.7.1 as follows:
- .1 Hand wash unit to be hands-free operation via foot pump;
  - .2 Fresh and grey-water tanks of durable polyethylene; and
  - .3 Towel rack paper towel holder and liquid soap dispenser.
- .4 Insulated Chemical toilets will be equipped in addition to 1.7.1 as follows:
- .1 Insulating jacket to cover the exterior of the chemical toilet; and
  - .2 Underwriters Laboratories Of Canada (ULC) listed or Canadian Standards Association certified portable ceramic or similar 120 Volt AC electric heater to be plugged into a power source provided by the Engineer.
  - .3 Power cords for heaters and or lights shall be routed in accordance with Canadian Electrical Code (CEC) Latest Edition in a safe and approved manner. This includes but is not limited to the facts that they shall not be routed through the door opening, shall not be laid on the floor, shall not be allowed to pass where liquids are likely to be present, shall not cause a tripping hazard, and shall not be hung or routed so as to cause strain on any cable or connection.

#### 1.08 HAND WASH STATION

- .1 Hand wash stations will be equipped as follows:
- .1 hands-free operation via foot pumps;
  - .2 fresh and grey-water tank of durable polyethylene; and
    - .1 Two Person to be equipped with two position towel rack paper holder and two position liquid soap dispenser.
    - .2 Four Person hand wash station to be equipped with four position liquid soap dispenser and four position towel rack paper holder.

#### 1.09 PORTABLE SHOWER TRAILER

- .1 Shower trailers will be equipped as follows:
  - .1 Must be portable and totally self-contained;
  - .2 Must have a minimum of six shower stalls;
  - .3 Ability to hook to external water and power supply;
  - .4 Contain electric or on-demand propane water heater;
  - .5 Grey water holding tank must be able to contain a minimum of 800 gallons (3637 litres); and
  - .6 Fresh water holding tank must be able to contain a minimum of 275 gallons (1250 litres).

#### **1.10 WORK STANDARDS**

- .1 In the event of spillage at the site during loading or in transit, the affected area will be cleaned by the Contractor and treated with lime and report each instance immediately to the Base Firehall at 506-422-2106.
- .2 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practices.

#### **1.11 EQUIPMENT AND REGULATIONS**

- .1 Equipment to be of adequate capacity to handle the volume of units in service at any one time.
- .2 Equipment and operators will be licensed in accordance with regulations of the Province of New Brunswick.
- .3 Contractor is to ensure adherence by their personnel to DND Regulations pertaining to traffic control, parking and speed limits.

#### **1.12 CODES AND STANDARDS**

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

#### **1.13 WASTE DISPOSAL**

- .1 DND will provide at no cost to the Contractor a disposal location for all waste removed in accordance with this contract as directed by the Engineer.
- .2 Employees must register in the Contractors log book located in the Contracts Office in building B-18 when discharging waste. Material and quantity dumped to be indicated in the log book.
- .3 Employees must inform the Commissionaire located at PC 42 in Petersville when discharging waste in the Petersville lagoon. Contractor slip with time, date and quantity of material dumped is to be indicated on slip. The slip is to be signed by Commissionaire and one copy to be left with the Commissionaire to be forwarded to the Engineer.

#### **1.14 SAFETY MEASURES**

- .1 Observe and enforce safety regulations required by Part 2 Canada Labour Code; Canada Occupational Health and Safety Regulations; Occupational

Health and Safety Regulations 91-191; Provincial Government; Workplace Health, Safety and Compensation Commission of New Brunswick (WHSCC); all applicable Federal, Provincial and Municipal Legislation, 5 CDSB Gagetown Range Standing Orders Section 5 and Real Property Operations Detachment (Gagetown) Unit Safety Policies.

- .2 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 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. A photo copy of the certificate will be supplied to the Engineer before work is issued.
- .4 Contractor will ensure that all employees working in the Training Area familiarize themselves with the most current edition of the 5 CDSB Gagetown Range Standing Orders.
- .5 If any unit appears to be damaged by an explosion or explosive device, or if a suspicious object is in or near a unit, do not touch the unit or any suspicious device. Immediately phone Range Control at 506-422-2482 or 506-422-3121 and the report the details. Range Control will provide direction at that time. This takes priority over reporting damage to the Military Police in Section 1.6.3.

#### 1.15 SCOPE OF WORK

- .1 The Contractor will provide service on demand, when requested by the Engineer on form CF 942, Call-up Against A Standing Offer.
  - .1 The Contractor will provide service during and after regular working hours including Saturdays, Sundays and Holidays.
  - .2 The Contractor will not refuse any call for service requested by the Engineer and will carry out the service within 24 hours on normal calls and 4 hours on emergency calls.
  - .3 When service is required, the Engineer will notify the Contractor where units are to be placed as required. The Contractor will fulfil all of the request. No amendments will be made by the Contractor without approval from the Engineer.
  - .4 The Engineer will provide a contact name and telephone number for person requesting unit requirements.
  - .5 Unit items without prior approval from the Engineer will be at the Contractor's own expense.
  - .6 Units and portable shower trailers will be geographically located throughout the Training Area using the Global Positioning System (GPS). Horizontal coordinates for chemical toilet locations will be collected to within 15m of their actual position. Therefore, a Garmin Model #GPS76 12 channel receiver or Magellan explorer 100 North America Model 14 channel receiver or an equal positioning device approved by the Engineer, with a horizontal accuracy of 15 meters will be required. The GPS must be able to convert from GPS World Geodetic System 1984 (WGS84) coordinates (latitude / longitude) to the Universal Transverse Mercator (UTM), North American Datum 1983 (NAD83) coordinates. Coordinates will be given to the Contracts Manager to the nearest metre in the following format: 7 digit Northing (5000000N) and 6 digit Easting (700000E).
  - .7 If, after contacting the person requesting toilets or hand wash

- stations, locked gates are encountered blocking access to the location to be accessed, toilets or hand wash stations will be set outside of the gated area in a safe location (not blocking the roadway) and will be moved to the exact location required when gate is later opened.
- .8 The Contractor will provide in writing to the Engineer the telephone number at which they or their representative may be contacted at all times.
  - .9 On receipt of an authorized Standing Offer, the Contractor will be advised in writing by the Engineer of the name(s) of persons authorized to request services. Services undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.

#### 1.16 REQUIREMENTS

- .1 Quantities of equipment: for the purposes of this Specification the Contractor must have available to them at all times the following minimum numbers of units as laid out in 1.16.1.1 to 1.16.1.7 inclusive. A Unit will be defined as a chemical toilet, chemical toilet complete with hand wash station, barrier free toilet, insulated toilet or hand wash station. Contractor is to submit a separate price for the Portable Shower Trailer.
  - .1 Minimum number of Standard Toilets: 800 Units.
  - .2 Minimum number of Barrier Free Toilets: 20 units.
  - .3 Minimum number of Toilets complete with built in Hand wash Station: 100 Units.
  - .4 Minimum number of 2 Person Hand Wash Stations: 50 Units.
  - .5 Minimum number of 4 Person Hand Wash Stations: 100 Units.
  - .6 Minimum number of insulated toilets: 10 Units.
  - .7 Minimum number of portable shower trailers: 2 Portable shower trailers.
  - .8 Minimum number of hours to empty of 1,000 litre grey water tanks: 5 hours.
  - .9 Minimum number of hours to empty waste water bladders and bulk grey water storage bladders or tanks: 10 hours per year approximately 50,000 litres.
- .2 Standard chemical toilets, chemical toilets with built in hand wash station, barrier free toilets, insulated toilets, portable shower trailers and hand wash stations will be inspected by The Engineer prior to award to ensure that units are acceptable and minimum numbers as indicated above are available.
- .3 Vehicles and trailers shall be of adequate design and tank capacity to transport and relocate reasonable quantities of units, remove wastes from units refill units with water/chemical solution and service units.
- .4 Vehicles will be inspected by The Engineer prior to award to ensure that they are acceptable and capable of carrying out the tasks as indicated in this specification.

#### 1.17 QUANTITIES AND BASIS FOR PAYMENT

- .1 The Contractor will provide a price which will be the same for all units except that a separate price will be supplied for insulated toilets, a separate price will be supplied for the portable shower trailers and a separate price for draining and cleaning of 1000 litre tank.



- .2 The work done under this Standing Offer will be paid on a unit price basis as specified below. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .3 A daily, weekly and monthly price, per unit and per portable shower trailer located in the Base and Training Area as described in this specification:
  - .1 When the daily rate meets or exceeds the weekly rate, the weekly rate will be used; and
  - .2 When the weekly rate meets or exceeds the monthly rate, the monthly rate will be used.
- .4 A daily, weekly and monthly price, per unit and per portable shower trailer located in the remainder of New Brunswick and Prince Edward Island as described in this specification:
  - .1 When the daily rate meets or exceeds the weekly rate, the weekly rate will be used; and
  - .2 When the weekly rate meets or exceeds the monthly rate, the monthly rate will be used.
- .5 Units and Portable shower units will be in place as required, as per direction by Engineer by 0730 hours on date requested.
- .6 The contractor shall submit in the proposal a rate per extra cleaning of a unit, such that it would apply to daily cleaning of a unit over and above standard cleaning.
- .7 The contractor shall submit in the proposal an hourly rate for the relocation of units and portable shower trailers when the relocation is requested by The Engineer.
- .8 The contractor shall submit in the proposal the replacement costs per unit, per portable shower trailer and per subassembly thereof, due to loss or damage beyond normal wear and tear.
- .9 The contractor shall submit in the proposal an hourly rate for emptying, cleaning of grey water in 1000 litre tanks, ROWPU waste, supplying fresh water to bladders and bulk grey water removal for storage bladders or tanks.  
The hourly rate starts when contractor is on base, not from company base.

#### **1.18 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.

#### **1.19 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base or RTA an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.

- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### 1.20 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.

END OF SECTION

## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code Part 2 - Occupational Health and Safety Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 1983, C.O-02.
- .3 WorkSafeNB Guidelines.
- .4 National Building Code of Canada (Latest Edition).
- .5 National Plumbing Code of Canada (Latest Edition).
- .6 Canadian Electrical Code (Latest Edition).
- .7 National Fire Code of Canada (Latest Edition).
- .8 5 CDSB Gagetown Range Standing Orders Section 5.

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada, the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act, WorkSafeNB Guidelines, the National Plumbing Code of Canada, the Canadian Electrical Code and the National Fire Code of Canada, 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, this plan will be approved by the Engineer before award of this Standing Offer.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan. 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 2, 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.
- .2 If a suspicious object is found do not touch it. Call Range Control at 506-422-2482 or 506-422-3121.

#### 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 identified instances of non-compliance of health and safety issues.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 WORK STOPPAGE

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

END OF SECTION

## **1 GENERAL**

### **1.01 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 coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief before any work is commenced.

### **1.03 REPORTING FIRES**

- .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
  - .1 Activate the nearest fire alarm pull station; and
  - .2 Telephone 911.
- .3 If in the training area you must also call Range Control 506-422-2482.
- .4 When reporting a fire by telephone, give the location of the 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 systems will not be:
  - .1 Obstructed.
  - .2 Shut-off.
  - .3 Left inactive at the end of a working day or shift without authorization from the Fire Chief.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.

### **1.05 FIRE EXTINGUISHERS**

- .1 The Contractor shall supply necessary fire extinguishers as scaled by the Base Fire Chief, to protect the work in progress and the 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 fighting apparatus response. This includes violation of minimum overhead clearance as prescribed by the Base Fire Chief, obstruction of fire response traffic lanes, erecting of barricades and the 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 a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Remove all rubbish from work site at end of work day or shift 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.

#### 1.09 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, diesel fuel, kerosene and naphtha that are kept for ready use shall be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters Laboratories of Canada or Canadian Standards Association markings. Storage of quantities of flammable or combustible liquids exceeding 45 litres for work purposes requires permission of the Base 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.

#### 1.10 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from the Base Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.

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

#### 1.11 QUESTIONS AND/OR CLARIFICATION

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

#### 1.12 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractors 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 are not permitted.

### **1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers and removed from DND property.
- .2 Contractor to handle and dispose of hazardous wastes in accordance with the more stringent of federal or provincial legislation.
- .3 Hazardous wastes are not to be disposed of in any bin or container other than an approved hazardous waste collection bin or container.
- .4 Contractor to have permission from Engineer prior to disposal of hazardous or non hazardous waste.
- .5 Do not dispose of waste or volatile materials, such as mineral spirits, petroleum, oil and lubricants, or paint thinner into waterways, storm drains, catch basins or sanitary sewers.

### **1.04 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, Contractor must take immediate corrective action and immediately inform proper authorities at the Firehall at local 422-2106.
- .3 Contractor is to dispose of all contaminated spill response cleanup materials in approved manner.

**END OF SECTION**