

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/1ière 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 Bruns
 E1C 1H1

Title - Sujet RISO - Aerial Prescribed Burning RISO - Aerial Prescribed Burning	
Solicitation No. - N° de l'invitation W6898-220556/A	Date 2022-02-17
Client Reference No. - N° de référence du client W6898-220556	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-018-6166
File No. - N° de dossier MCT-1-44087 (018)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2022-03-08 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Martin (MCT), Lisa M.	Buyer Id - Id de l'acheteur mct018
Telephone No. - N° de téléphone (506)962-5328 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d’offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
W6898-220556/A
Client Ref. No. - N° de réf. du client
W6898-220556

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44087

Buyer ID - Id de l'acheteur
MCT-018
CCC No./N° CCC - FMS No./N° VME

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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 Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the List of Directors/Owners, and COVID- 19 vaccination requirement certification

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for a Regional Individual Standing Offer (RISO) for aerial prescribed burning, water bucketing and other flight requirements for 5 CDSB Gagetown, Oromocto, New Brunswick.

All Work will be performed and completed in accordance with the Requirement detailed in Annex "A", during the period of April 1, 2022 to March 31, 2024, on an 'as and when requested' basis.

Equipment is subject to inspection and approval by the Department of National Defence prior to award of Standing Offer.

- 1.2.2 The requirement is subject to a preference for Canadian services.
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

- 1.2.4 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

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
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

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

Email: TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (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: 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.

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. The offer must be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

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

Section I: Financial Offer (1 copy)
Section II: Certifications (1 copy)

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)

Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation

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.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.2 Financial Evaluation

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 Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) 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 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO (Annex F), to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

5.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

The Offeror certifies that:

☐ the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

5.3.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

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

PART 6 - 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 Requirement at Annex "A".

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) (<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 1 April 2022 to 31 March 2024.

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lisa Martin
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 962-5328
Facsimile: (506) 851-6759
E-mail address: lisa.martin2@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.

7.5.2 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.

7.7 Identified Users

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

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
 2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
- or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;

- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

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

7.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 2010B (2021/12/02), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25
M3060C	Canadian Content Certification	2008/05/12

7.12.3 COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

7.13 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**.

7.14 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 Requirement

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

2010B (2021/12/02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2021/12/02), will not apply to payments made by credit cards.

7.2.2 Supplemental General Conditions

4013 (2021/11/29), Compliance with on-site measures, standing orders, policies, and rules, 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.

7.5 Payment

7.5.1 Basis of Payment - Firm Price

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Method of Payment

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

7.5.3 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.

Each invoice must be supported by:

- (a) a copy of CF 942 Call-up Against a Standing Offer (or equivalent form);
- (b) a copy of the daily flight report

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 – Specific 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.

7.8 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
C0711C	Time Verification	2008/05/12

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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File No. - N° du dossier
MCT-1-44087

Buyer ID - Id de l'acheteur
MCT-018
CCC No./N° CCC - FMS No./N° VME

ANNEXES

ANNEX "A" - STATEMENT OF WORK
(See Attached)

ANNEX "B" – BASIS OF PAYMENT
(See Attached)

ANNEX "C" – INSURANCE REQUIREMENTS
(See Attached)

ANNEX "D" – to PART 3 OF THE BID SOLICITATION – ELECTRONIC PAYMENT INSUREMENTS
(See Attached)

ANNEX "E" – COMPLET LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER
(See Attached)

ANNEX "F" - COVID-19 VACCINATION REQUIREMENT CERTIFICATION
(See Attached)

Annex "A"



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

SPECIFICATION

**STANDING OFFER AGREEMENT
AERIAL PRESCRIBED BURNING AND ROTARY WING
AIRCRAFT RENTAL WITH OPERATOR
01 APRIL 2022 TO 31 MARCH 2024**

Designed by

Fire Inspector

Project O

Engineering O

PF No:

Job No: L-G2-7500/287

Date: 2021-05-21

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END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work under this Standing Offer covers the supply, operation and maintenance of all equipment for aerial prescribed burning, water bucketing, and other flight requirements as required by the Engineer at Real Property Operations Detachment (Gagetown).
- .2 All deliverables associated with this contract must comply with all Government of Canada legislation, policies, and directives. These include, but are not limited to, the Official Languages Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.

1.02 PERIOD OF CONTRACT

- .1 This agreement shall be in effect from 01 April 2022 to 31 March 2024.

1.03 ENGINEER

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

1.04 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of following:
 - .1 Standing Offer Agreement documents including specification;
 - .2 Specified standards, codes and referenced documents;
 - .3 Hazard Reduction Prescribed Burning Document; and
 - .4 Section 5 of 5th Canadian Division Support Base (5 CDSB) Gagetown Range Standing Orders, Edition 2013 or newer (Non-Military Use Regulations).

1.05 INVOICES

- .1 Upon completion of the requested work, the Contractor will submit an original invoice with copy of CF 942 Call-up Against a Standing Offer and one copy of the daily flight report for the work under this agreement to the Engineer.

1.06 REQUISITION

- .1 When service is requested, the Engineer will notify the Contractor and detail the job using form CF 942, Call-up Against A Standing Offer.
- .2 The Contractor will provide service as required by the Engineer.
- .3 Advise the Engineer of the telephone number at which the Contractor may be contacted at any time.
- .4 Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment.
- .5 The Contractor will not refuse any call for service and will respond within 48 hours for all requirements except for emergency water bucketing. For emergency water bucketing response within 4 hours will be required.

1.07 DELIVERY POINTS

- .1 Mobilization of equipment to and from the Base will be at the Contractor's expense.
- .2 For Forestry related activities the Contractor will report to Building K-81, Forestry Office. For other requirements reporting will be as per direction by Engineer. Arrival time will be as indicated by Engineer.

1.08 CONTRACTOR'S USE OF SITE

- .1 Work site access will be directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Training area passes for personnel and vehicles working in the Ranges and Training Area will be issued by Range Control, Building K-69.
- .4 For planning flights over 5 CDSB Gagetown Ranges and Training Area (RTA), the Contractor must contact 5 CDSB Gagetown Range Control at 506-422-3121 or 422-2482 prior to entry into Base Gagetown restricted air space. 403 Helicopter Squadron Air Traffic Control will collect this information from Range Control.

1.09 HAZARD REDUCTION PLAN

- .1 Contractor shall follow all requirements of the Hazard Reduction Prescribed Burning Plan provided by the Engineer or representative.

1.10 MEASUREMENT FOR PAYMENT

- .1 All work described in this specification will be paid for on a unit price basis. The Contractor will submit the prices for the following in accordance with the specification. Such prices will include expenses and profit.
 - .1 Rotary Wing Aircraft, pilot and ground personnel to be used for aerial ignition;
 - .2 Rotary Wing Aircraft, pilot and ground personnel to be used on standby for aerial ignition;

- .3 Rotary Wing Aircraft, pilot and ground personnel to be used for water bucketing;
- .4 Rotary Wing Aircraft, pilot and ground personnel to be used on standby for water bucketing;
- .5 Rotary Wing Aircraft, pilot and ground personnel used in ferrying aerial ignition equipment to each burn site; and
- .6 Rotary Wing Aircraft, up to three (3) passengers;
- .2 The above quantities may increase or decrease and are to be used by the Contractor as a guide only.
- .3 The Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities,
- .4 Transportation (travel time to and from the contractor's base of operation) will be included in the rates provided.

1.11 BASIS OF PAYMENT FOR ROTARY WING AIRCRAFT

- .1 The hours and minutes for flight duration charges will be determined from when the Rotary Winged Aircraft leaves the surface of the earth and terminates when the aircraft touches the surface of the earth at the direction of the Engineer.
- .2 The flight duration is to be determined by the following:
 - .1 Each fraction of an hour shall be stated as a decimal, established on the basis of a six minute period;
 - .2 Each period of less than three minutes shall be rounded to zero; and
 - .3 Each period of between three and six minutes shall be rounded to six minutes.

1.12 CANCELLATION OF WORK

- .1 No charges shall be levied if cancellation notice is given by the Engineer 24 hours prior to arrival time indicated on Form CF 942.
- .2 If work is cancelled subsequent to notice period in 1.12.1:
 - .1 Minimum of 2 hours standby rate will be paid for Rotary Winged Aircraft and ground personnel as per sections 1.11.1.2 and 1.11.1.4.
 - .2 Minimum of 2 hours will be paid rotary winged aircraft as per section 1.10.1.6.

1.13 AERIAL PRESCRIBED BURNING DIRECTION

- .1 The Engineer will provide an Ignition Boss who will determine when and where the actual aerial prescribed burning will occur.
- .2 The Engineer requires that a two part gelling agent be used. The gelling agent must be approved by the Engineer or a designated representative.

1.14 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 employee. The Contractor will accompany the employee to the Military Police Identification Section, Building F-19 for the issuance of said pass.
- .3 Photocopies of Contractor's 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.

1.15 CODES AND STANDARDS

- .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part 2 and list all other codes and standards that are referenced in this section of specification.
- .2 Contractor must be registered with WorkSafeNB.
- .3 Contractor must comply with the requirements of the 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 Contractor must 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.

1.16 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

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1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, S.N.B. 2008.
- .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 (Non-Military Use Regulations).
- .9 5 CDSB Gagetown Base Flying Orders (BFO) Edition 2014.
- .10 Range Fire Orders.

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 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.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan to the Engineer. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

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

1.06 WORK STOPPAGE

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

END OF SECTION

1 GENERAL

1.01 FIRE SAFETY PLAN

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

1.02 FIRE DEPARTMENT BRIEFING

- .1 The Engineer or Representative 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 NOT RELATED TO AERIAL IGNITION

- .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;
 - .2 Telephone 911; and
 - .3 Range Control Building K69 telephone number 506-422-2482.
- .3 For emergencies in the training area you must also call Range Control at 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 shall not be:
 - .1 Obstructed.
 - .2 Shut-off.
 - .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .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 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect 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 the Fire Chief, 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 The burning of rubbish is prohibited unless approved by the Fire Chief.
- .3 Remove all rubbish from the work site at the end of the work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.09 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 The handling, storage and use of flammable and combustible 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 the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall 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 the Fire Department is to be notified when disposal is required.

1.10 HAZARDOUS SUBSTANCES

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the 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 Wherever work is being carried out in dangerous or hazardous areas involving

the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution 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 the Fire Chief at the 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 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed to and cleared through the Fire Chief.

1.12 FIRE INSPECTION

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

END OF SECTION

1 GENERAL

1.01 GENERAL

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

1.02 FIRES

- .1 Fires not associated with aerial ignition and burning of rubbish on site are not permitted.

1.03 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials 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 Do not dispose of waste or volatile materials, such as torch fuel, fuel, gelling agents, mineral spirits, oil, paint thinner, etc. into waterways, storm or sanitary sewers.
- .4 Hazardous wastes are not to be disposed of in any bin or container other than an approved hazardous waste collection bin or container.
- .5 Do not dispose of waste or volatile materials, such as torch fuel, fuel, gelling agents, mineral spirits, petroleum, oil and lubricants, paint thinner, etc. into waterways, storm drains, catch basins or sanitary sewers.

1.04 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for spills of any potential hazardous materials used in the completion of the work (ie. foams, 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 Fire hall at local 506-422-2106.
- .3 Contractor is to dispose of all contaminated spill response cleanup materials in approved manner.

END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF REQUIREMENT

- .1 This section specifies requirements for the supply, operating and maintenance of the Rotary Winged Aircraft, equipment and material for the purpose of aerial prescribed burning, water bucketing, inspection flights and other flight requirements. Supply manpower for handling and mixing of torch fuel and ground rigging for Aerial Prescribed burning.

1.02 EQUIPMENT

- .1 The following is required for aerial ignition, water bucketing, inspection flights and other flight requirements:
 - .1 Aircraft, turbine engine rotary winged aircraft to meet requirements of section 00 21 13, Subsection 1.10. Measurement for Payment.
 - .2 Ignition Devices, two heli-torch air ignition devices, one primary one alternate, complete with attachment slings. Capacity to contain a minimum 150 litres of torch fuel each;
 - .3 Fuel Mixing, capacity to mix a minimum of 150 litres of torch fuel per batch load; and
 - .4 Water Bucketing, one water bucket apparatus complete with attachment sling. Bucket capable of collecting water from local sources then bottom emptying on fires as directed by the Engineer. Bucket capacity minimum 400 litres.
- .2 Ground Personnel:
 - .1 Torch Fuel Mixing, one person qualified fuel mixer equipped with all necessary personal protective equipment for handling and mixing petroleum products; and
 - .2 Ground Rigger, one person qualified ground rigger with all necessary personal protective equipment to connect/disconnect aerial ignition device and/or water bucket.

1.03 MAINTENANCE

- .1 Repair damage to equipment due to breakdown within four hours, due to limited available working time.
- .2 Maintain equipment in good working condition for duration of agreement.

1.04 SERVICING AND REPAIR

- .1 All servicing of equipment will be carried out by the Contractor at their expense.
- .2 Equipment which breaks down or is otherwise rendered unserviceable shall be repaired or replaced by the Contractor within four hours. This time will assist DND with meeting operations on schedule.

1.05 LICENSING AND INSURANCE

- .1 The Contractor will ensure that all equipment has necessary licenses.

- .2 The Contractor will provide to PWGSC proof of Aviation Liability Insurance for the amount of Five Million dollars (\$5,000,000.00) prior to award of this Standing Offer Agreement.

1.06 OPERATION

- .1 The equipment will be operated by Contractor's personnel.
- .2 All operators will be trained and properly licensed to complete the work.

1.07 FUEL AND MATERIAL

- .1 Fuel:
 - .1 The Contractor will supply at their expense all fuels necessary for the operation of the Rotary Winged Aircraft and ground support vehicles.
 - .2 DND will provide torch fuel for the aerial ignition device only.
- .2 Gelling Agent:
 - .1 The contractor will supply commercially manufactured two-part fuel gelling agent to be approved by the Engineer or Representative to insure proper gelling of torch fuel.
 - .2 The contractor will have on site each day the required quantity of fuel gelling agent to gel 750 litres of torch fuel following the manufacturer's product usage specifications.

1.08 COMMUNICATIONS

- .1 All Rotary Wing Aircraft must be equipped with two-way radio capable of communicating with other aircraft, DND and Contractor ground crews, and DND and Civilian Air Traffic Control Centres.
- .2 All Rotary Wing Aircraft will have sufficient in-cabin devices to permit communication by all personnel in the aircraft.
- .3 Contractor ground crews must be equipped with a radio capable of communicating with the aircraft personnel.

END OF SECTION

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ANNEX "B"

BASIS OF PAYMENT

April 1, 2022 to March 31, 2024

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Estimated Total Price \$ ¢
1	Rotary Wing Aircraft, pilot and ground personnel to be used for aerial ignition	Hour	12	\$	\$
2	Rotary Wing Aircraft, pilot and ground personnel to be used on standby for aerial ignition	Hour	12	\$	\$
3	Rotary Wing Aircraft, pilot and ground personnel to be used for water bucketing	Hour	4	\$	\$
4	Rotary Wing Aircraft, pilot and ground personnel to be used on standby for water bucketing	Hour	4	\$	\$
5	Rotary Wing Aircraft, pilot and ground personnel used in ferrying aerial ignition equipment to each burn site	Hour	5	\$	\$
6	Rotary Wing Aircraft, up to three (3) passengers	Hour	30	\$	\$
Total estimated amount used for evaluation					\$

Note: It is mandatory that the bidders submit firm rates for the Period of the Standing Offer Agreement for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal. Zero dollars or "included" will not be considered a price. Bidders must provide individual prices for each item and or designation. The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

ANNEX "C"

INSURANCE REQUIREMENTS

Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.
 - b. 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.
 - c. 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.
 - 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. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g. 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.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - i. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
 - j. 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:

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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.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractor's 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 \$2,000,000 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 Contractor's 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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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- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. 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.

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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

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. 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.
 - e. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire

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ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX “E”

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

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

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

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

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ANNEX "F"
COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on call-up(s)
issued against the Standing Offer resulting from this Request for Standing Offers who access federal
government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

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Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.