

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603

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
PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet SO Minor Repairs & Maint. - Gander	
Solicitation No. - N° de l'invitation W0213-12G394/A	Date 2012-10-10
Client Reference No. - N° de référence du client W0213-12G394	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-008-5674
File No. - N° de dossier PWD-2-35091 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-29	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Woodman, Alexis	Buyer Id - Id de l'acheteur pwd008
Telephone No. - N° de téléphone (709)772-2980 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE COMPTROLLER SECTION 9 WING CFB GANDER P.O. Box 6000 GANDER Newfoundland and Labrador A1V1X1 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

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35091

Buyer ID - Id de l'acheteur

pwd008

CCC No./N° CCC - FMS No/ N° VME

W0213-12G394

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

IMPORTANT CHANGES HAVE BEEN BROUGHT, refer to GI01 of the General Instructions to Offerors also Appendice 1 for requirements related to the Code of Conduct for Procurement.

CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

INSURANCE REQUIREMENTS

Commercial General Liability Insurance is required on the Regional Individual Standing Offer. Refer to SACC Reference Clause R2590D.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO OFFERORS (SI)

- SI01 Introduction
- SI02 Enquiries During the Solicitation Period
- SI03 Contracting authority / Departemental representative
- SI04 Quantity
- SI05 PWGSC obligations
- SI06 Site Visit
- SI07 Revision of Offer
- SI08 Offer Validity Period
- SI09 Web Sites

GENERAL INSTRUCTIONS TO OFFERORS (GI)

- GI01 Code of Conduct and Certifications
- GI02 Completion of the Offer
- GI03 Identity or Legal Capacity of the Offeror
- GI04 Goods and Services Tax/Harmonized Sales Tax
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Submission of Offer
- GI08 Revision of Offer
- GI09 Rejection of Offer
- GI10 Offer Costs
- GI11 Procurement Business Number
- GI12 Compliance With Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage

STANDING OFFER PARTICULARS (SOP)

- SOP01 General
- SOP02 Period of the Standing Offer
- SOP03 Call-Up Limitation
- SOP04 Call-Up Procedure

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE OFFEROR

APPENDIX 2 - STATEMENT OF WORK

APPENDIX 3 - PRICE PROPOSAL FORM

SPECIAL INSTRUCTIONS TO OFFERER'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one Standing Offer for a period of 2 years. The total dollar value of all Standing Offers is estimated to be \$385,330.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$25,000.00(GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT)

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five [5] calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Alexis Woodman
Supply Specialist
Public Works and Government Services Canada
P.O. Box 4600
St. John's, NL
A1C 5T2

Telephone #: (709) 772-2980
Facsimile #: (709) 772-4603
E-Mail: alexis.woodman@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

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2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI05 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI06 SITE VISIT

It is recommended that the bidder visit the site to review and verify the form, nature and extent of the work prior to submitting a bid.

SI07 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors". The facsimile number for receipt of revisions is (709) 772-4603.

SI08 OFFER VALIDITY PERIOD

- 1) The offer cannot be withdrawn for the period of 60 days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 1) of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 4) If the extension referred to in paragraph 1) of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the invitation to tender.

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- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

SI10 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Contracts Canada (Buy and Sell)

<https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

GENERAL INSTRUCTIONS TO OFFERORS (GI)

GI01 CODE OF CONDUCT AND CERTIFICATIONS

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.
2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
3. For the purpose of this section, business concerns, organizations and individuals are Offeror's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Offerors should provide, with their proposals or promptly thereafter, a complete list of names of all individuals who are currently directors of the offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before contract award.

Canada may, at any time, request that a Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

5. The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently

maintain the list and when requested, provide Consent Forms during the period of any contract arising from this offer solicitation.

6. By submitting an offer, the Offeror certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer arising from this RFISO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - a. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52(False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
 - b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
 - c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - d. section 239 (False or deceptive statements) of the Income Tax Act, or
 - e. section 327 (False or deceptive statements) of the Excise Tax Act, or
 - f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act,
 - g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Offeror must provide with its offer a certified copy of confirming documentation from an official source.

GI02 COMPLETION OF OFFER

- 1) The offer shall be
 - i) Submitted in accordance with the instructions contained in the RFSO;
 - ii) correctly completed in all respects;
 - iii) signed by a duly authorized representative of the Offeror; and
 - iv) accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
- 2) Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.

GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any offer security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Offeror, and shall be paid to the Offeror in addition to the amount approved by Canada for work performed under the Contract. The Offeror shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 SUBMISSION OF OFFER

- 1) Canada requests that offerors follow the format instructions described below in the preparation of their offer.
 - (a) use 216 mm x 279 mm (8.5 x 11 inch) paper;
 - (b) use a numbering system that corresponds to that of the Request for Standing Offers;

- 2) The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - (a) Solicitation Number;
 - (b) Name of Offeror;
 - (c) Return address; and
 - (d) Closing Date and Time.

- 3) Offerors must submit their financial offer in accordance with Appendix 3 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable.

The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

- 4) Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 REVISION OF OFFER

- 1) An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.

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- 2) A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
 - 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
 - 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 REJECTION OF OFFER

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI10, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI10, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;

- b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1., 2. and 3. of GI10, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. of GI10, other than subparagraph 2.a. of GI10, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Bidders

GI10 OFFER COSTS

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

GI12 COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.

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- 2) For the purpose of validating the certification in paragraph 1) of G112, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
 - 3) Failure to comply with the requirements of paragraph 2) of G112 shall result in disqualification of the offer.

GI13 APPROVAL OF ALTERNATIVE MATERIALS

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 PERFORMANCE EVALUATION

- 1) Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
- 2) The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

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PWD-2-35091

Buyer ID - Id de l'acheteur

pwd008

CCC No./N° CCC - FMS No/ N° VME

W0213-12G394

consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for 2 years commencing from the start date identified on the Standing Offer.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$25,000.00 (GST or HST included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a) For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision as offered in the RFSO including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35091

Buyer ID - Id de l'acheteur

pwd008

CCC No./N° CCC - FMS No/ N° VME

W0213-12G394

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3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1) The following are the call-up's contract documents:
 - (a) The call up against the Standing Offer, including any annexes;
 - (b) General Conditions and clauses :

GC1 General Provisions	R2810D	(2012-07-16);
<u>As amended by paragraph 5 below.</u>		
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 Insurance	R2590D	(2011-05-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2005-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
 - (c) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents is the language of the Price Proposal Form submitted.
- 5) General Condition GC1, General Provisions (R2810D) add subsection GC1.20 "Code of Conduct and Certifications - Contract" as follows.

GC1.20 Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in

its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.
5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading*

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- representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
 - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
 - g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35091

Buyer ID - Id de l'acheteur

pwd008

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

W0213-12G394

CCC No./N° CCC - FMS No/ N° VME

**APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY
DIRECTORS OF THE OFFEROR**

***NOTE TO OFFERORS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

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W0213-12G394

**APPENDIX 2 - SCOPE OF WORK
(13 pages included below)**

APPENDIX 3 - PRICE PROPOSAL FORM

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	PLUMBER				
a	During Regular Hours	Per Hour	100	\$	\$
b	Outside Regular Hours	Per Hour	20	\$	\$
c	Weekends & Statutory Holidays	Per Hour	20	\$	\$
2	ELECTRICIAN				
a	During Regular Hours	Per Hour	100	\$	\$
b	Outside Regular Hours	Per Hour	20	\$	\$
c	Weekends & Statutory Holidays	Per Hour	20	\$	\$
3	CARPENTER				
a	During Regular Hours	Per Hour	4,500	\$	\$
b	Outside Regular Hours	Per Hour	100	\$	\$
c	Weekends & Statutory Holidays	Per Hour	100	\$	\$
4	PAINTER				
a	During Regular Hours	Per Hour	400	\$	\$
b	Outside Regular Hours	Per Hour	50	\$	\$
c	Weekends & Statutory Holidays	Per Hour	50	\$	\$
5	LABOURER				
a	During Regular Hours	Per Hour	2,000	\$	\$
b	Outside Regular Hours	Per Hour	40	\$	\$
c	Weekends & Statutory Holidays	Per Hour	40	\$	\$
6	Materials				
	Material & replacement parts (except free issue) at contractors actual purchase price plus a mark-up of _____% which includes purchasing expenses, internal handling, G&A expenses, and profit, excluding federal sales tax which must be shown as a separate item. *see note below	Lump Sum	\$165,000.00	Mark-up _____%	
TOTAL EXTENDED AMOUNT (TEA)					\$
Excluding GST / HST					

Solicitation No. - N° de l'invitation

W0213-12G394/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-2-35091

Buyer ID - Id de l'acheteur

pwd008

CCC No./N° CCC - FMS No/ N° VME

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

W0213-12G394

To calculate the Extended Amount for Item 6, multiply the Mark-up % by the Estimated Quantity and add that total to the Estimated Quantity. [Extended Amount = (Estimated Quantity) + (Estimated Quantity x Mark-up %)]

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

MAINTENANCE REPAIRS & MINOR ALTERATIONS

STANDING OFFER AGREEMENT

9 WING GANDER

GANDER, NEWFOUNDLAND

INDEX TO SPECIFICATION

<u>SPECIFICATION</u>		<u>PAGES</u>
Section 01001	General Scope of Work	3 – 4
Section 02001	Maintenance Repairs	5 – 7
Section 01546	Fire Safety Requirements	8
Section 03001	Safety Requirements	9 – 10
Section 04001	Environmental Protection	11
Section 01547	Hazardous Material	12 – 13

Section 01001

GENERAL SCOPE OF WORK

1. **General** All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.
2. **Scope of Work**
 1. **GENERAL**: The work of this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment to carry out maintenance repairs and minor alterations as directed by the Engineer at 9 Wing Gander, NL.
 2. **WORK INCLUDED**: The work covered in this Standing Offer Agreement shall be as detailed in Section 02001.
 3. **WORK EXCLUDED** Work excluded from this Standing Offer Agreement shall be as detailed in Section 02001.
3. **Site Access and Use of Premises**
 1. Arrangements for access to the site of work shall be made with the Engineer during normal working hours, Monday to Friday.
 2. Movements around the site shall be subject to site authority, and shall include the acquisition of temporary passes for all personnel and vehicles engaged in the work.
 3. The Contractor shall confine his apparatus, storage of materials and the operations of his workmen to limits indicated by law, ordinances or the direction of the Engineer and shall not unreasonably encumber the site.
4. **Storage Facilities** No storage facilities are available at the site - the Contractor shall provide and maintain suitable facilities for storing and protecting materials, tools and equipment, required to carry out the work of this Standing Offer Agreement.
5. **Temporary Services**
 1. DND will be able to supply temporary services free of charge for all maintenance purposes subject to the following terms and conditions.
 2. The points of delivery and limits on quantities shall be determined on the site by the Engineer, whose written permission must be obtained before any connection is made.
 3. From point of delivery, the Contractor shall provide, at his own expense, all equipment and temporary lines to bring these services to the site of work. Equipment and temporary lines shall be installed and operated in a manner approved by the Engineer.
 4. The supply of temporary services may be discontinued by DND representative at any time without notice to the Contractor, and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.
 5. When temporary service lines are no longer required, the connection points shall be returned to their original condition.
6. **Permits and Regulations**
 1. The WCEO's representative will monitor to ensure that, permits and safety requirements are met and will remove from the site any persons not complying

with safety regulations.

2. The Contractor is responsible for obtaining all local or provincial permits required for carrying out his work.
3. The Contractor shall observe and comply with applicable local, provincial and federal regulations, including the laws, regulations and policies identified in Sections 04001 and 01547 below. In case of conflict between codes the most stringent will apply.
4. Smoking is not permitted in DND buildings.
5. The Contractor is responsible for ventilation of the work area and fire extinguishing apparatus.
6. The Contractor is responsible to obtain the following permits:
 - a. Digging
 - b. Roof Access
 - c. Hot Work
 - d. Blasting
 - e. Confined Space Access
7. The contractor will include all safety and environmental requirements of this Contract in any agreement with Sub-contractors and hold all Sub-contractors equally responsible for safe and environmentally sound work performance.
8. DND reserves the right to approve the use of sub-contractors on a work site, all sub-contractors to be approved by the Engineering Officer.

7. Site Visit

1. Before submitting a Tender, the Contractor is recommended to visit the site of the project to acquaint himself with all ascertainable conditions which may affect his work and shall consult with the Engineer regarding these matters.
2. The Contractor shall make his own assessment of the quantities and work involved and bid accordingly.

8. Workmanship

Workmanship shall be of a uniformly high quality and in strict accordance with the very best standard practice as interpreted by the Engineer. Mediocre or inferior workmanship shall be replaced by work of first quality without cost to DND, when so ordered by the Engineer.

9. Qualifications

Workers will be asked to show proof of Journeyman's Certificate before performing any work. Any employees being hired after the award of this contract shall provide a copy of their journeyman's certificate to the department's representative.

Section 02001

MAINTENANCE REPAIRS & MINOR ALTERATIONS

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified and/or shown in the Annexes.
2. Scope of Work The work under this Standing Offer Agreement consists of maintenance repairs and minor alterations as directed by the Engineer at 9 Wing Gander, Gander, NL.
3. Buildings Included Base Building at 9 Wing Gander
4. Work Included
 1. The work under this Standing Offer Agreement comprises the supply on demand of all labour, material, equipment and supervision necessary to carry out maintenance repairs and minor alterations as directed by the Engineer.
 2. Work required includes, but is not confined to: Services of carpenter, plumber, electrician, painter, and labourers to carry out maintenance and alterations as directed by Engineer.
 - a. Work Required Maintenance repairs and minor alterations to buildings and facilities, including windows, flooring, glazing, plastering and drywall, base trim, exterior cladding, interior and exterior surfaces.
 - b. Repairs to plumbing fixtures, various drains, hot and cold water lines, furnaces, ductwork, gutters and down spouts.
 - c. Electrical services, outlets, switches, lights and fixtures, meters, panels, and building wire, Fire Alarms and hot water tanks.
 - d. Painting, plastering, tile work and sheeting drywall.
 - e. Repairs to concrete, walkways, fences, chimney, gates, etc.
 - f. Maintenance and/or minor alterations of the interior and exterior of buildings.
5. Service Calls
 1. The Contractor shall provide service repair when requested by the Engineer on a twenty-four hour per day, seven (7) days per week basis.
 2. The Contractor shall not refuse any call for service requested by the Engineer and shall carry out the service within 48 hours. Contracts Office telephone requested emergency service shall be carried out within the same day.
 3. The Contractor shall advise the Engineer of the telephone number at which he or his representative may be contacted.
 4. The Contractor, upon receipt of a Standing Offer Agreement for this work, shall be advised by the Engineer, in writing, of the name of the

Engineering Representative who is authorized.

5. When service is required the Engineer will notify the Contractor by Telephone or Fax.
6. Two (2) copies of Call Up Against a Standing Offer, DSS 942, will be made out detailing the work submitted to the Contractor by telephone or Fax. All work is subject to an on site inspection before certification.
7. A breakdown showing hours worked and materials used shall be done on each call up, immediately upon completion of the job and turned in to the Contract-Superintendent, or his service man or representative must report back to the Engineer.
8. Non-serviceable materials shall be returned to the Engineering representative who shall acknowledge receipt on the DSS 942.

6. Work not Included

1. The work to be performed does not include any work that is an integral part of the heating systems as detailed. If such work is found to be necessary, the Contractor shall notify the Engineer and shall not proceed until such repairs or replacement parts have been authorized by the Engineer and carried out or that such repairs or replacements are not considered necessary by the Engineer.
2. No work shall be carried out on a service basis that is estimated to cost more than 60% of the full value of the part or piece of equipment without prior approval of the Engineer.

7. Materials

1. Materials and parts used shall be those specified by the manufacturer of the equipment.
2. If, in an emergency, the Contractor installs parts other than those specified, he shall replace them with specified parts before claiming payment, but no claim for other than specified parts shall be made.
3. All replaced parts and materials not under warranty, whether serviceable or unserviceable, shall be returned to the Base Construction Engineering Section on completion of work.

8. Temporary Structures

1. The Contractor shall furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, chutes and the like, as may be required for the proper execution of the work.
2. Temporary structures erected by the Contractor shall remain his property and shall be removed by him from the site of work on completion of the work.

9. Removal of Material and Equipment

The Contractor shall not remove any salvageable material or equipment from the job site, but shall return all parts replaced to the Engineer.

10. Use of and Damage to Existing

1. Confine apparatus and operations of workmen to limits directed by the Engineer.

Facilities

2. Contractor shall take all necessary precautions to protect and prevent damage to any structure and all surrounding property and installations. Damage caused by the Contractor shall be made good by him without undue delay, all to the complete satisfaction of the Engineer.

11. **Clean Up**

On completion of work or at the end of each workday, remove all surplus materials, tools, equipment and debris and leave the job site in a clean and tidy condition to the satisfaction of the Engineer.

12. **Estimates**

Where a cost estimate has been submitted and accepted by the Service Site Authority, fully completed work or services will be performed or provided at no greater than 10% above the cost estimate.

13. **Costs**

NOTE: METHOD OF PAYMENT

Payment by Canada for goods and services obtained under any contract resulting from a call-up against this Standing Offer may be made by means of a credit card or cheque.

14. **Period of Agreement**

This Standing Offer Agreement shall be for a period of two (2) years from date awarded.

Section 01546

Fire Safety Requirements

Fire Safety Requirements

1. Comply with requirements of 9 Wing Contractor Fire Orders for Civilian Contractors as issued by 9 Wing Fire Chief. Copy of Contractors Fire Orders can be obtained by contacting the Engineer.
2. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.
3. Contractors shall conduct daily "housekeeping" to ensure a safe and hazard-free work site. The highest standard of housekeeping is mandatory in all buildings particularly workshops where combustible dust and cuttings accumulate during the day's activities. Such areas shall be thoroughly cleaned at close up and waste matter disposed of properly.
4. All personnel in the employment of a contractor shall have training in all types of portable fire equipment used on site.
5. The Contractor is responsible for ventilation of the work area and provision of fire extinguishers. Fully charged and operable fire extinguisher(s), appropriate for the type of possible fire, shall be available at the work site.
6. Unauthorized personnel shall not tamper with controls and components of sprinkler and other suppression systems in any manner. Sprinkler piping and heads shall not be obstructed in any manner nor used for supports.
7. Contractors are responsible for providing a FIRE WATCH during all hot work operations. Where hot work operations are carried out on material which transverses more than one area, FIRE WATCH shall be provided for each area. The FIRE WATCH shall stand by with an extinguisher and take the necessary action to suppress a fire.
8. Fire exits, fire escapes, platforms, and doors leading to fire escapes shall not be obstructed in any manner. Fire doors are to be closed except when used for access or egress but maybe left open if equipped with automatic closing devices; fire doors shall not be obstructed in any way.
9. Privately owned electrical appliances shall be approved by the Canadian Standard Association of Canada (CSA), or Underwriters Laboratories of Canada (ULC). Electrical appliances shall be kept in good electrical and mechanical repair.
10. Temporary electrical installations and wiring or modifications to existing installations shall not be made by personnel other than authorized electricians or licensed electrical contractors within the mandate of work prescribed.
11. In the event of a fire while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing Fire Chief at 709 256-1703 Ext. 1242, cellular 709-235-1095 and Engineer 709 256-1703 Ext 1431.

Section 03001

SAFETY REQUIREMENTS

Safety Requirements.

1. The Contractor shall observe and enforce all construction safety measures required by the Canada Labour Code, National Building Code of Canada, National Plumbing Code of Canada, Electrical Code and Provincial and Municipal statutes and authorities.
2. The Contractor shall acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; Canada Labour Code Part II and Canadian Occupational Health and Safety (COHS) Regulations, Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, DND General Safety Policy and Program, and DND General Safety Precautions. In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the work being completed, the more stringent will be applied and enforced.
3. As a minimum, the Contractor's personnel and agents shall wear approved and certified hard hats, safety boots, safety glasses and a reflective safety vest. Depending on the work involved, the contractor's personnel and agents shall supply and use other protective equipment/clothes such as gloves, hearing protection, respirators, and fall protection equipment. The Contractor's on-site Representative and employees shall be trained in the use of personal protective equipment.
4. Contractors (and their sub-contractors) shall provide proof of Worker's Compensation Board Coverage for all their personnel to the Departmental Representative.
5. The Contractor shall appoint a safety officer, who has demonstrated the requisite degree of training and competency and act in that capacity in the particular circumstances of the Contract, and to be responsible for the identification and control of potential safety hazards on the site.
6. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the Work. The hazard assessment is to be made in writing and submitted to the project manager for review. The Contractor shall inform all persons granted access to the work area of all know or foreseeable hazards that may be encountered in the work area.
7. The Contractor shall be responsible for ensuring that every person engaged in the work is properly trained in safety procedures. All personnel working to any prescribed hazard must be trained to the regulations of that hazard.
8. DND reserves the right to approve the use of sub-contractors on the work site.
9. Government-owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided to contractors.
10. Contractors will attend and conduct safety meetings for the purpose of informing all concerned of health and safety hazards at the work site.

11. DND has the authority to stop work on the contract if it is their opinion that the contractor is not performing the work safely, or the work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
12. The Contractor shall provide the project manager with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous materials Information System (WHMIS) regulations brought on the site. Contractor shall comply with WHMIS regulations.
13. In the event of an incident or an accident while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing General Safety Officer at (709) 256-1703 Ext 1265. An investigation shall commence and a DND 663 General Safety Hazardous Occurrence Investigation Report shall be completed and forwarded to the Wing General Safety Office as soon as possible.

ENVIRONMENTAL
PROTECTION

1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (2003), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
2. ALL SPILLS (petroleum products, hazmat, and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted in accordance with paragraph 1.
4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing authorities shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.
5. Hazardous materials are present in Wing facilities, including but not limited to asbestos, mercury, chlorinated biphenyls and lead. Prior to any construction, installation, or removal the exact location of such must be checked with the Departmental Representative to determine if a hazardous material is present. Only certified and approved contractors are permitted to handle hazardous materials.
6. Do not dispose of any hazardous waste, products or materials at 9 Wing owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Departmental Representative upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.

Section 01547

HAZARDOUS MATERIAL

1. General

1. Contractors and their Personnel to read and be familiar with this section and its requirements.
2. Contractor to post, in a noticeable location on the job site, the following names and emergency telephone numbers: 9 Wing Gander:
 - a. Wing Fire Chief: 709 256 1703 Ext.1242. Local 1242
 - b. Electrical Engineer: 709 256 1703 Ext 1431 Local 1431
 - c. Wing Hazmat: 709 256 1703 Ext.1265. Local 1265
3. Work with hazardous materials to be done by workers who are thoroughly educated to the risks and handling procedures involved with the materials and are trained in safe work practices.
4. Encounters with material suspected of being hazardous and not previously identified are to be reported to Department representative immediately, and work in this area of project halted until direction is received from Department representative.
5. Contractors are to comply with regulations and procedures of Federal, Provincial, Municipality and 9 Wing Gander Environmental protection agency when dealing with hazardous materials.
6. Enquiries regarding Hazardous Materials to be directed to Department representative.

2. Reference Standards

1. NFC – National Fire Code of Canada latest Edition.
2. CLC- Part 2 - Canada Labour Code.
3. WHMIS – Workplace Hazardous Material Information Systems.
4. Hazardous Products Act.
5. Occupational Health and Safety Regulations.
6. Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
 - a. Explosives Act.
 - b. Atomic Energy Control Act.

3. Documentation

1. Where Contractor supplied materials or chemicals are of hazardous nature, provide Department representative with two (2) copies of Material Safety Data Sheets (MSDS) for each hazardous product.
 - a. Hazardous products that do not have a MSDS sheet are not permitted on DND property.

b. Information (MSDS) on known or suspected hazardous materials on site can be obtained through Department representative from Hazardous Material Coordinator.

4. Signs and Notices

Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.

1. Site workers to familiarize themselves with the MSDS for each product.
2. Signs and / or notice for safety and instruction to be in both official languages, commonly WHMIS symbols.

5. Safety:

Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.

6. Indemnity

Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.

7. Spills and Leaks

In addition to requirements of Section 04001 – General Instructions deliver and store hazardous materials to the following:

1. Incompatible substances and chemicals to be kept segregated at all times.
2. Contractor can obtain clarification and identification of subject substances and chemicals through Department representative from Wing Hazardous Coordinator.

8. Compliance

In the event of conflict between requirements, the most stringent requirement governs.

9. Clean-Up

All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.