

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**PWGSC/TPSGC Acquisitions**  
**1045 Main Street**  
**1st Floor, Lobby C**  
**Unit 108**  
**Moncton, NB 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**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Title - Sujet</b> Laboratory Testing Services	
<b>Solicitation No. - N° de l'invitation</b> W0105-13E028/A	<b>Date</b> 2012-10-04
<b>Client Reference No. - N° de référence du client</b> W0105-13E028	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-011-4521
<b>File No. - N° de dossier</b> MCT-2-35078 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sharpe, Charlene A.	<b>Buyer Id - Id de l'acheteur</b> mct011
<b>Telephone No. - N° de téléphone</b> (506)851-3467 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Gagetown Contracts Office 3 ASG Engineer Branch Bldg B-18 OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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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W0105-13E028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

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

W0105-13E028

File No. - N° du dossier

MCT-2-35078

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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: includes the certifications to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:   |
|        | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 6B, 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:

- |         |                                   |
|---------|-----------------------------------|
| Annex A | Statement of Work (Specification) |
| Annex B | Basis of Payment - Analysis Type  |
| Annex C | Insurance Requirements            |

### 2. Summary

Department of National Defence, CFB Gagetown, requires a Regional Individual Standing Offer for the provision of all labour, materials, tools, and equipment required to provide laboratory testing services on an "as and when requested" basis in accordance with Annex A, Statement of Work (Specification).

The period of the standing offer will be from April 1, 2013 to March 31, 2015.

The requirement is limited to Canadian goods and/or services.

### 3. Debriefings

After issuance of a standing offer, 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012/07/11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer 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 issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form* - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

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 Offer, 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 standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

#### 1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail to PWGSC will not be accepted.**

### 3. 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only (Annex B). 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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment - Analysis Type. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex A.

- A) The Contractor's laboratory must be accredited to ISO 17025 (General Requirements for the Competence of Testing and Calibration Laboratories 2005) by either the Council of Canada (SCC) or the Canadian Association for Laboratory Accreditation Inc. (CALA) to perform Breathable Air Test, Mould Test and Analysis. Proof of accreditation with a copy of the laboratory's and any sub-contracted laboratories' scopes of accreditation must be provided with the bid;
- B) Registration with Worksafe NB or other provincial equivalent. Proof of registration must be provided with the bid;
- C) Liability Insurance of two million dollars (\$2,000,000.00).

#### 1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2007/05/25

### 2. Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

*(Derived from - Provenant de: M0032T, 2010/08/16 )*

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.



Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

## **1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer**

- 1.1** Offerors should provide, with their offer 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, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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.

## **2. Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

Offerors must submit the certifications as provided below:

### **2.1 Certifications Precedent to Issuance of Standing Offer**

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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 requirements within that time period will render the offer non-responsive.

### **2.2 Federal Contractors Program - Certification**

#### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Derived from - Provenant de: M2002T, 2010/08/16 )

### 2.3 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

#### 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Derived from - Provenant de: M3025T, 2010/01/11 )

## 2.4 Certifications Required with the Offer

Offerors must submit the following duly completed certifications **WITH THEIR OFFER**.

## 2.5 Canadian Content Certification

### 2.5.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

#### Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Derived from - Provenant de: A3056T, 2010/08/16 )*

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

#### 2. Security Requirement

There is **no security requirement** associated with the requirement.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2005 (2012/07/16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2013 to March 31, 2015.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Charlene Sharpe  
Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
1045 Main Street, Unit 108  
Moncton, NB E1C 1H1  
Telephone: 506-851-3467  
Facsimile: 506-851-6759  
E-Mail: Charlene.Sharpe@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.

##### **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.

##### **5.3 Offeror's Representative *Offerors are to provide the following information:***

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

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

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

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

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence  
CFB Gagetown  
3 ASG Engineer Branch  
Oromocto, New Brunswick

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$11,500.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$63,000.00 (Goods and Services Tax or Harmonized Sales Tax 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 four (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.

*(Derived from - Provenant de: M4506C, 2011/05/16 )*

## 10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2005 (2012/07/16), General Conditions - Standing Offers - Goods or Services;
- d) 2010C (2012/07/16), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work (Specification);
- f) Annex B, Basis of Payment - Analysis Type;
- g) Annex C, Insurance Requirements; and
- h) the Offeror's offer dated \_\_\_\_\_.

## 11. Certifications

### 11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 11.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

## 12. Applicable Laws

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

## 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.

### 1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2012/07/16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 13 Interest on Overdue Accounts, of 2010C (2012/07/16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

(Derived from - Provenant de: C0206C, 2011/05/16 )

#### **4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,



whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

*(Derived from - Provenant de: C6001C, 2011/05/16 )*

#### 4.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
H1001C	Multiple Payments	2008/05/12

#### 4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 5. Invoicing Instructions

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

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

#### 6. SACC Manual Clauses

SACC Reference	Section	Date
A9019C	Hazardous Waste Disposal	2011/05/16
A9062C	Canadian Forces Site Regulations	2011/05/16
B1501C	Electrical Equipment	2006/06/16
B7500C	Excess Goods	2006/06/16

#### 7. Insurance Requirements

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

Solicitation No. - N° de l'invitation

W0105-13E028/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35078

Buyer ID - Id de l'acheteur

mct011

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

W0105-13E028

CCC No./N° CCC - FMS No/ N° VME

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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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

*(Derived from - Provenant de: G1001C, 2008/05/12 )*

Solicitation No. - N° de l'invitation

W0105-13E028/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35078

Buyer ID - Id de l'acheteur

mct011

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

W0105-13E028

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX A**

### **STATEMENT OF WORK (SPECIFICATION)**

See Job No.: L-G-2-9900/1592 attached.

Solicitation No. - N° de l'invitation

W0105-13E028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

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

W0105-13E028

File No. - N° du dossier

MCT-2-35078

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX B**

### **BASIS OF PAYMENT - ANALYSIS TYPE**

See Job No.: L-G2-9900/1592 attached

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**ANNEX C****INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - (o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - (p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

(Derived from - Provenant de: G2001C, 2008/05/12 )

### **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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

*(Derived from - Provenant de : G2020C, 2008/05/12 )*

### **Environmental Impairment Liability Insurance**

1. The Contractor must obtain Type 2 "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The Type 2 "Contractors Pollution Liability" policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and 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.
- (f) Asbestos Abatement: To provide coverage for the removal and disposal of asbestos material.

*(Derived from - Provenant de : G2040C, 2008/05/12 )*



**DEPARTMENT OF NATIONAL DEFENCE  
3 AREA SUPPORT GROUP  
ENGINEER BRANCH  
CFB GAGETOWN**

**SPECIFICATION**

STANDING OFFER AGREEMENT  
MATERIAL TESTING  
BASE AND TRAINING AREA BUILDINGS  
CFB GAGETOWN  
01 APRIL 2013 TO 31 MARCH 2015

Designed by

Fire Inspector

Project O

Engineering O

PF No:

Job No: L-G-2-9900/1592

Date: 2012-06-27



National Defence  
Job No. L-G2-9900/1592  
CFB Gagetown, N.B.

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2012-06-27

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LIST OF ANNEXES

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1.1 Description of Work

- .1 Work covered under this Standing Offer Agreement comprises of all labour, materials, tools and equipment required to carry out laboratory testing services as described at Annex B for various Base and Training area Buildings. Requested on form CF 942, Requisition Against a Standing Offer, as directed by the Engineer and specified within. It will be the contractors responsibility to ensure that all samples are to be transported to the laboratory, at no additional charge, in an acceptable state for the required testing and analysis.

1.2 Duration of Contract

- .1 The period of this Standing Offer Agreement is from 01 April 2013 to 31 March 2015.

1.3 Engineer

- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer, 3ASG Engineering Branch or a designated representative.

Contracts Office  
3ASG Engineer Branch  
Building B-18  
CFB/ASU Gagetown  
PO Box 17000 Stn Forces  
Oromocto NB  
E2V 4J5

Tel: (506) 422-2000, Ext 2677  
Fax: (506) 422-1248

- .2 The Contractor's laboratory must be accredited to ISO 17025 (General

Requirements for the Competence of Testing and Calibration Laboratories 2005) by either The Standards Council Of Canada (SCC), or The Canadian Association for Laboratory Accreditation Inc (CALA) to perform Breathable Air Test, Mould Test and Analysis. Proof of accreditation with a copy of the laboratory's and any sub-contract laboratories' scopes of accreditation must be provided.

- .3 Meet the QA/QC guidelines and standards outlined in reports CCME EPC-NCS62E and CCME EPC-NCS66E, December 1993.
- .4 Provision of bottles and necessary preservatives for the collection of inorganic, metals, organic and microbiological parameters, as specified by the New Brunswick Department of the Environment guidelines.
- .5 Maximum elapsed time between receipt of samples by the laboratory and analysis for asbestos is 24 hours. In an emergency situation as determined by the Engineer, analysis for asbestos may be required within 4 hours from time of sample receipt, for Health and Safety reasons.
- .6 In an emergency, maximum elapsed time between receipt of samples by the laboratory and analysis for total petroleum hydrocarbons (TPH) is 8 hours.

#### 1.4 Liability Insurance

- .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) to PWGSC before award of this Standing Offer Agreement.

1.5 Documents  
Required

- .1 Maintain at the laboratory, one copy of the specification.

1.6 Equipment  
Required

- .1 Equipment required, but not limited to the following:
  - .1 Personal pump sets and collection media for fibres, dust, particulate, and gaseous contaminants;
- .2 Direct reading meters for temperature, relative humidity, CO, LEL and oxygen; and
- .3 A portable mass spectrometer, gas chromatograph, photoionization detector (VOCs), dust meter/equipment for sampling airborne microbiologicals (moulds and fungi) and equipment for conducting stack emissions testing.

1.7 Codes and  
Standards

- .1 In addition to the requirements of article 2, perform work and enforce safety measures in accordance with the Canada Labour Code Part 2; the National Building Code of Canada, WorkSafeNB and CSA Standard for Breathable Air Z180.1-00 Latest Edition unless otherwise specified.
- .2 Contractor must be registered with the WorkSafeNB or other province equivalent. Proof of registration must be provided.
- .3 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .4 If work is to be carried out in a confined space a copy of the pertinent SOP will be attached to the CF 942, Call-Up Against a Standing Offer. The Contractor must provide a copy of their Confined Space Certification upon request by the

Engineer.

- 1.8 Work Requisition
- .1 The Contractor will provide service during regular working hours on an 8 hour per day, 5 days per week basis, (0730 to 1600 Hrs., Monday to Friday inclusive).
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
  - .3 The Contractor, will advise the Engineer of a telephone number and location at which they or their personnel may be contacted at any time. This will include a Laboratory Supervisor toward whom all procedural questions and concerns shall be directed, as well as the telephone numbers for the Contractor's personnel that will pick-up and deliver the samples for testing and analysis.
  - .4 When service is requested, the Engineer or authorized person will notify the Contractor and detail the job. Service will be requested on form CF 942, Call-Up Against a Standing Offer Agreement. This form will detail the work to be performed and will be signed by an authorized person. One copy of this form will be given to the Contractor.
  - .5 The Contractor will retain the signed copy of the form and return a copy and one copy of the company service report with their invoice after completion of the work to the Engineer.

- 1.9 Quantities and Basis for Payment
- .1 The Contractor will submit prices for items indicated at Annex B. Such prices

will include transportation, equipment, expenses and profit.

- .2 The quantities shown at Annex *B* are for estimates only. Other tests may be required and a quote will be requested before testing. Payment will be made on the basis of actual quantities analyzed.
- .3 Charges may be verified by government audit before or after payment is made under the terms of this agreement.

1.10 Invoices

- .1 The original invoice covering all charges for each different Requisition as a separate charge will be submitted to the Engineer.
- .2 The original invoice will include a copy of all company service reports covering each service call, complete with date and hours worked and material used to include copy of your purchase invoice for that material, as well as a copy of the request will be submitted to the Engineer.

1.11 Security  
Clearances

- .1 The Contractor shall maintain an up to date roster of employees involved in the this Service Contract including managers, supervisors and labourers. This roster shall be made available to the Engineer upon demand.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon demand. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the CFB Gagetown Military Police Section.

1.12 Contractor  
Passes

- .1 All Contractor employees will carry an authorized Contractor Pass on their persons when employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section in building F-19 for the issuance of pass.
- .3 A photocopy of passes is 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 Supervisor.

PART 1 - GENERAL

1.1 Reporting Fires

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.2 Interior and Exterior Fire Protection and Alarm Systems

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

1.3 Fire Extinguishers

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.



- |  |  |
|--|--|
| <u>1.4 Blockage of Roadways</u>              | .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.  |
| <u>1.5 Smoking Precautions</u>               | .1 Observe smoking regulations at all times.   |
| <u>1.6 Rubbish and Waste Materials</u>       | .1 Rubbish and waste materials are to be kept to a minimum.<br>.2 Burning of rubbish is prohibited.<br>.3 Removal:<br>.1 Remove all rubbish from work site at end of work day or shift or as directed.<br>.4 Storage:<br>.1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.<br>.2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove. |
| <u>1.7 Flammable and Combustible Liquids</u> | .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.<br>.2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage            |

of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.

- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

#### 1.8 Hazardous Substances

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion

of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.

- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.9 Questions  
and/or  
Clarification

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

1.10 Fire  
Inspection

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

1.1 Safety Measures

- .1 Observe and enforce safety regulations required by the Canada Labour Code Part 2; Provincial Government; WorkSafeNB, and Municipal Statutes and Authorities.
- .2 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 The Contractor shall ensure that employees have sufficient personal protective equipment to guard them from all hazards to which they may be exposed.

1.2 WHMIS

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.

1.1 General

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

1.2 Disposal of Wastes

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers.
- .2 All potential hazardous wastes must be disposed of in a proper manner.

1.3 Spill Protection

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work ie. fuels, oils, lubricants, etc.
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill of over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the CFB Gagetown firehall, Tel 1-506-422-2000 local 2106 and take necessary remedial action.

Annex *B*  
Job No. L-G2-9900/1592

ANNEX B

BASIS OF PAYMENT - ANALYSIS TYPE

ITEM NO	DESCRIPTION	UNIT ISSUE	EST USAGE	UNIT COST	TOTAL	ANALYSIS LOCATION
1	Biological Oxygen Demand (BOD5)	Test	5			
2	General Chemistry	Test	5			
3	Analysis - EPA 624 MATRIX - Soil and Water (Chlorinated Aliphatics & Benzines)	Test	10			
4	Analysis - EPA 625 MATRIX - Soil and Water (Chlorinated benzenes & phtalat Esters & PCB's)	Test	10			
5	Analysis - Metals MATRIX – Soil and Water EPA 200.8 (Trace Metals and Mercury) Including Drying, Pulverizing and Digesting	Test	50			
6	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Phenoxy Herbicides (Bush Control Products)	Test	5			
7	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Organochlorine Pesticides	Test	5			
8	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Organophorous	Test	5			
9	Analysis - TVHC MATRIX – Air (Total Volatile Hydrocarbons)	Test	25			
10	Microbial ID From AGAR Strip or Swab	Test	50			

Annex A  
 Job No. L-G2-9900/1592  
 2012-06-27

ITEM NO	DESCRIPTION	UNIT ISSUE	EST USAGE	UNIT COST	TOTAL	ANALYSIS LOCATION
	<b><u>ASBESTOS TESTING</u></b>					
11	Asbestos Testing (1-4 Samples) (5 or more tests - \$ _____ ea) test	Test	150			
	<b><u>AIR QUALITY TESTING</u></b>					
12	Asbestos Fiber Air Test	Test	25			
12 A	Air Test for Mould	Test	25			
12 B	Breathable Air sample analysis	Test	10			
13	Price First hour for Technician for collection of samples if required	Hour	25			
13A	Price per hour for Technician for collection of samples after first hour if required	Hour	50			
	<b><u>SOIL CONTAMINANT/WATER QUALITY</u></b> <b>Note:</b> Items 14 through 32 to include soil cost and/or water cost as applicable. Evaluation based on pricing for 1 to 5 samples					
14	Drying if required (1 to 5 samples) (5 or more samples \$ _____ ea)	Test	10			
15	Pulverizing (if required) 1 to 5 samples (5 or more samples \$ _____ ea)	Test	20			
16	Decomposition (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	10			
17	Sample Disposal Fee or Cleaning of Balers	Each	100			
18	Analysis for Total Dissolved Solids	Each	5			
19	Analysis for Total Suspended Solids	Each	5			
20	Analysis for Coliform (Total, Faecal, E.Coli)	Test	25			
21	Analysis for Particle Size	Each	10			
22	Analysis for Total Organic Carbon	Each	10			
23	Dioxins and Furans (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	5			
24	Chlorophenols (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	10			

Annex A  
 Job No. L-G2-9900/1592  
 2012-06-27

ITEM NO	DESCRIPTION	UNIT ISSUE	EST USAGE	UNIT COST	TOTAL	ANALYSIS LOCATION
25	EPA Priority Pollutants Base/Neutral Acid Extractables Complete EPA 625 (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	1			
26	PCBs (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	10			
27	Chlorinated Pesticides (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	5			
28	PAH (Poly Aromatic Hydrocarbons) (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	5			
29	Hydrocarbons GC/MS Extraction GC/MS Alberta Must , BTEX and / or TPH Soil & Water) (1 to 5 samples) (5 or more samples \$ _____ ea)	Each	5			
30	Total Lead in Paint	Each	25			
31	Leachability and Paint, EPA 1311	Each	25			
32	Analysis Diethylene Glycol Monobutyl Ether (Fire Fighting Foam)	Each	5			
33	Offerer's Markup on unspecified Material at _____ %		Allowance \$3,000			
34	Calcium or Silicate <b>Sludge</b>	Each	2			
35	Calcium or Silicate <b>wet</b>	Each	2			
36	Total Organic / Inorganic Carbon	Each	2			
37	PH in Solids	Each	2			
		Total Bid Price				

**NOTE:** .1 This is not an exhaustive list, other test may be required and a quote will be obtained at time of request.

.2 The above quantities are estimated for bidding purposes only. These quantities may be increased or decreased and are to be used by the Contractor as a guide only. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.