

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Weed Control SHILO	
Solicitation No. - N° de l'invitation W4M00-12C281/B	Date 2012-07-11
Client Reference No. - N° de référence du client W4M00-12C281	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-202-8111	
File No. - N° de dossier WPG-1-34248 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-24	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kozak, Tammy	Buyer Id - Id de l'acheteur wpg202
Telephone No. - N° de téléphone (204) 984-8825 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE "SEE HEREIN"	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Delivery Required - Livraison exigée 2012-06-01	Delivery Offered - Livraison proposée
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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

This bid solicitation cancels and supersedes previous bid solicitation number W4M00-12C281/A dated May 22, 2012 FOR SHILO ONLY with a closing of 2012-07-03 at 02:00 PM.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. Mandatory Site Visit

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws

Solicitation No. - N° de l'invitation

W4M00-12C281/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg202

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

W4M00-12C281

File No. - N° du dossier

WPG-1-34248

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. SACC Manual Clauses

List of Annexes:

Annex A - Statement of Work
A3 - Weed Control - Shilo

Annex B - Basis of Payment
B3 - Weed Control - Shilo

Annex C - Insurance Requirements
Annex D - Standing Offer Usage Report

PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Department of National Defence, has a requirement for the supply of all labour, materials, equipment, transportation and supervision required to maintain the grass areas at the Canadian Forces Base to provide weed control services at Canadian Forces Base Shilo, on an "as and when" requested basis from date of award (approximately August 1, 2012) to 31 July, 2013 with two (2) additional one year renewal option periods, in accordance with the terms and conditions detailed herein at Annex A3.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twentu (120) days

1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

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.

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 Manitoba.

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 (two hard copies)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of 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>).

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

- 1) use 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. 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

The offeror must have a Provincial Pesticide Applicator Licence. A copy of the licence may be required prior to Standing Offer issuance.

1.2 Financial Evaluation

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

1.2.2 SACC Manual Clauses
C3011T (2010-01-11), Exchange Rate Fluctuation

2. Basis of Selection

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 will be recommended for issuance of a standing offer.

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. Certifications Precedent to Issuance of a 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 requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the 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.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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 the 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), in which case a duly signed certificate of commitment is attached;
- d. () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

1.2 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.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on an annual basis to the Standing Offer Authority.

The annual report must be provided by October 31.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Contract award to 31 July 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, from 01 August 2013 to 31 July 2015 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Western Region
Acquisitions Branch
100-167 Lombard Ave
Winnipeg, MB, R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@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.

4.2 Project Authority

The Project Authority for the Standing Offer is:

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.

4.3 Offeror's Representative

Name:

Title:

Address:

Telephone:

Facsimile:

Email:

5. Identified Users

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

6. 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 electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$TO BE DETERMINED** (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TO BE DETERMINED** (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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-03-02) Services (Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) Annex C, Insurance Requirements
- h) the Offeror's offer dated **TO BE DETERMINED**

10. Certifications

10.1 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. 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 Manitoba.

12. SACC Manual Clauses

M3800C (2006-08-15), Estimates

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 (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with Annex B1 and/or B2 and/or B3 - Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

4.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

C0711C (2008-05-12), Time Verification

4.3 Single Payment

H1000C (2008-05-12), Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: **TO BE DETERMINED**

5. Invoicing Instructions

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.

6. 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.

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.

7. SACC Manual Clauses

A9062C (2011-05-16), Site Regulations

ANNEX A STATEMENT OF WORK

A3 - Weed Control - Shilo - attached electronically

NOTES:

- .1 Call-out during regular working hours (7:30 AM - 4:00 PM) to and from worksite will be paid based on one hour of regular hourly rate.
- .2 A sign-in/out register will be maintained at the Contracts Office of Engineering Services Section located in building P-101. Contractors will ensure a responsible member from each crew signs in at the commencement of each work day and signs out at the end of the work day. In the event the Contracts Office is not accessible, outside of normal working hours (7:30 AM - 4:00 PM), all contractors will report to the Military Police, building L-134, where signing in and signing out will take place.
- .3 It is Base policy that all heavy industrial traffic use the main (South) gate for access to all DND property.

ANNEX B BASIS OF PAYMENT

INSTRUCTIONS

It is **MANDATORY** that offers submit firm all inclusive prices for the period of the proposed Standing Offer in the following pricing schedules. . This Annex, when completed, will be considered as the offerer's offer.

Should there be an error in the extended pricing in the offer, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the offer will be changed to reflect the quantities stated in the RFSO. The quantities provided below are provided for evaluation purposes only.

GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

DEFINITIONS

Laid down Cost is defined as the cost incurred by a vendor to acquire a specified product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes sales taxes.

Mark-up is defined as the difference between the vendor's laid -down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit. The Contractor's mark-up costs are to include all costs associated with material pick up and delivery to and from site of work

B3
BASIS OF PAYMENT
WEED CONTROL - SHILO

STANDING OFFER AGREEMENT PERIOD PRICING: Date of Award to July 31, 2013.

Item No.	Description	Est'd. Qty.	Unit of Issue	Unit Price	Extended Price
1	Call-out including travel expenses	20	Calls-out incl. Round Trip	\$	\$
2	Truck, operator and materials	17	hectares	\$	\$
3	Herbicide product at laid down cost plus mark-up excluding GST:				
3.1	2-4-D Amine	200	litre	\$	\$
3.2	Round-up	200	litre	\$	\$
3.3	Banvel II	200	litre	\$	\$
TOTAL					

OPTIONAL SECOND YEAR PRICING: August 1, 2013 to July 31, 2014.

Item No.	Description	Est'd. Qty.	Unit of Issue	Unit Price	Extended Price
1	Call-out including travel expenses	20	Calls-out incl. Round Trip	\$	\$
2	Truck, operator and materials	17	hectares	\$	\$
3	Herbicide product at laid down cost plus mark-up excluding GST:				
3.1	2-4-D Amine	200	litre	\$	\$
3.2	Round-up	200	litre	\$	\$
3.3	Banvel II	200	litre	\$	\$
TOTAL					

OPTIONAL THIRD YEAR PRICING: August 1, 2014 to July 31, 2015.

Item No.	Description	Est'd. Qty.	Unit of Issue	Unit Price	Extended Price
1	Call-out including travel expenses	20	Calls-out incl. Round Trip	\$	\$
2	Truck, operator and materials	17	hectares	\$	\$
3	Herbicide product at laid down cost plus mark-up excluding GST:				
3.1	2-4-D Amine	200	litre	\$	\$
3.2	Round-up	200	litre	\$	\$
3.3	Banvel II	200	litre	\$	\$
TOTAL					

ANNEXC

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.

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.

Solicitation No. - N° de l'invitation

W4M00-12C281/B

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

W4M00-12C281

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-1-34248

Buyer ID - Id de l'acheteur

wpg202

CCC No./N° CCC - FMS No/ N° VME

ANNEX D
STANDING OFFER USAGE REPORT

Return to:

ATTN.: tammy kozak

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (204) 983-7796

Telephone: (204) 984-8825

Email: tammy.kozak@pwgsc-tpsgc.gc.ca

Usage Report Schedule:

The annual report must be provided by October 31.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND
AGENCIES

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:

TELEPHONE NO.:

Solicitation No. - N° de l'invitation

W4M00-12C281/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg202

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

W4M00-12C281

File No. - N° du dossier

WPG-1-34248

CCC No./N° CCC - FMS No/ N° VME

SIGNATURE:

DATE:

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- .1 Work under this section covers the furnishing of all labour, materials, equipment, transportation and supervision required for the spot application of a selective/non-selective herbicide at Canadian Forces Base Shilo, Shilo, Manitoba, on an as required basis.

1.2 PERMITS

- .1 CFB Shilo will apply for the Provincial Pesticide Permit for this application.
- .2 The Contractor must not proceed with any application until permit is received and is bound by any restrictions placed upon the application.

1.3 SAFETY REQUIREMENTS

- .1 The Contractor must comply with pesticide control regulations of the province of Manitoba.
- .2 The Contractor must comply with manufacturer's instructions on storage, transport and application of herbicide unless otherwise specified or directed by Engineer.
- .3 The Contractor must notify the Engineer in writing of any conflict between the specification and manufacturer's instructions. Engineer will designate which document is to be followed.
- .4 The Contractor must supply and erect temporary warning signs detailing "Herbicide Spraying In Progress", to ALL areas where the public has access.
- .5 Herbicides must not be applied to parks, playgrounds or sport fields while occupied by the public.
- .6 Application of herbicide to school areas must be conducted after regular school hours once students have left the grounds. Time to be specified in the call-up.
- .7 Applicators must not go into restaurants, snack bars, malls, messes, or any other building which cater to the public or prepare food while dressed in their applicators clothes.
- .8 The Contractor must submit Material Safety Data Sheets (MSDS) to the Engineer prior to commencement of a call-up.

1.4 OUTDOOR
WARNING SIGNS

- .1 Warning signs must be posted 24 hours prior to application. However, it is recognized that under certain unforeseen weather conditions, spraying operations may have to be initiated on short notice; under these circumstances, the 24 hour pre-application posting requirement may not be possible, but signs must nonetheless be posted prior to pesticide application.
- .2 Signs must remain posted for a least 48 hours after application, unless a longer safe re-entry time is specified.
- .3 Signs must be made of weather resistant materials. They must be a minimum size of 500mm high x 400mm wide.
- .4 The sign must contain the following words:

WARNING - PESTICIDES USED
ATTENTION - PESTICIDES UTILISÉ

- .5 The sign must also contain a warning pictogram that alerts the public not to touch or walk on treated plants or areas.
- .6 The sign must also indicate the following:
 - .1 Date of application.
 - .2 Name of pesticides.
 - .3 PCP Registration number.
 - .4 Reason for application.
 - .5 Telephone number for information.
 - .6 Safe re-entry date.

1.5 SPILL
PROTECTION

- .1 In case of herbicide spill, the Contractor must have adequate materials to clean-up a minimum of 20 litres of herbicide product at the mixing and storage sites.
- .2 The Contractor must immediately notify the Engineer verbally of a herbicide spill and follow-up with a written statement within 8 hours of spill.

1.6 GUARANTEE

- .1 All guarantees must be as specified by the manufacturer and its re-application. The Contractor must submit a copy of guarantee to the Engineer prior to start of work.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Vegetation Control:
 - .1 2-4 D Amine.
 - .2 Round-up.
 - .3 Dycleer.
- .2 Materials must be applied in accordance with "The Guide to Chemical Weed Control", issued by Manitoba Agriculture and manufacturer's written specifications. Submit manufacturer's recommended rates data sheet to Engineer prior to use.
- .3 Only those materials specified in Paragraph 2.1.1 can be used under this Standing Offer, unless otherwise specified by the Engineer.

2.2 APPLICATOR

- .1 The Contractor must apply with a truck mounted assembly with minimum 2400 mm boom (no cluster nozzles).
- .2 The Truck must be equipped with a spray wand with a minimum 15 M long hose for chemical application in areas inaccessible by the truck boom.
- .3 Equipment must have a visible pressure gauge in good working condition mounted in-line on the spray boom.
- .4 Garden tractors and estate sprayers must not be used under this Standing Offer.
- .5 Boom or nozzles must be equipped with a shroud device to reduce drift of spray. This device must be approved in writing by the Engineer prior to start of a call-up.
- .6 All application equipment not specified must be approved by the Engineer. The Contractor must demonstrate such equipment when requested by the Engineer and must be accompanied by product data to permit Engineer to fairly access the equipment.

PART 3 - EXECUTION

3.1 GENERAL

- .1 The Contractor must not use air blast or air mist sprayers to apply herbicides.
- .2 The Contractor must avoid using nozzle pressure above 310 KPa.
- .3 The Contractor must not spray when wind direction is toward nearby sensitive crops, shelter belts and gardens.
- .4 The Contractor must avoid spraying near sensitive crops during "dead calm" winds.
- .5 The Contractor must not use end nozzles for field spraying.
- .6 The Contractor must select nozzles that will produce a uniform pattern, low drift hazards and recommended/specified application rates.

3.2 APPLICATION

- .1 Application must take place as specified in the call-up issued by the Engineer depending on the growth of vegetation.
- .2 The Contractor must comply with manufacturer's written specification regarding ambient temperatures for application of herbicide products.
- .3 The Contractor must not apply liquid herbicide during rainfall or when rain is forecast within 8 hours or when heavy dew exists.
- .4 Herbicide products must not be applied during the following conditions:
 - .1 When air speed exceed 20 K/hr.
 - .2 When air speed is less than 3 K/hr.
 - .3 When air temperature exceeds 32°C.
- .5 The applicator must wear personal protective equipment for herbicide use as required by the provincial requirements.
- .6 All chemicals must be applied at the rates noted for the target species as stated in "The Guide to Chemical Weed Control", issued by Manitoba Agriculture. The Contractor must notify the Engineer if these rates contradict that of manufacturer's recommended rates and proceed after Engineer's approval.

- .7 Applicators must follow field sprayer recommendations as specified in "The Guide to Chemical Weed Control", issued by Manitoba Agriculture.
- .8 Applicators must comply with all restrictions noted on Annual Pesticide Use Permit, issued by Provincial Environmental authorities.

3.3 POST SEASONAL REPORTS

- .1 The Contractor must provide any information to complete a post seasonal report on the application of herbicide when requested by the Engineer.

3.4 OFF-TARGET DAMAGE

- .1 All desirable species, in the opinion of the Engineer, which has been damaged or killed by herbicide drift, must be replaced by the Contractor to the complete satisfaction of the Engineer at no cost to DND.

3.5 SAMPLES

- .1 The Engineer will, at any time, remove a liquid sample from the application tank to perform testing paid by the Engineer.

3.6 CLEAN-UP

- .1 THE CONTRACTOR MUST NOT DISPOSE OF EMPTY HERBICIDE CONTAINERS AT CANADIAN FORCES BASE SHILO DUMP SITE.

1 GENERAL

- .1 PWGCS Standing Offer Documents must be read in conjunction with this Specification.
- .2 For Standing Offers, a formal contract is initiated when the CFB Shilo Contracts Office raises a 942 requisition for a specified scope of work. These General Instructions become part of the contract at such time.

2 DESCRIPTION OF WORK

- .1 Work under this Standing Offer covers the furnishings of all labour, materials, equipment and supervision required for chemical application for weed control of various areas at Canadian Forces Base Shilo, Manitoba on an as required basis.
- .2 Work included by this Standing Offer but is not necessarily confined to the following:
 - .1 Application of herbicide at proper stages for maximum weed control.
 - .2 Application of check strips for comparative control results.
 - .3 Application of Round-Up Chemical Weed control when requested by Engineer (application as per manufacturer's guidelines).
 - .4 Provide a colour coded site plan showing areas of application.
 - .5 Provide a colour coded site plan showing each phase of application on completion of each application prior to leaving CFB Shilo.
 - .6 Submit a report to Engineer prior to leaving CFB Shilo, stating:
 - .1 Rate of application.
 - .2 Wind speed and direction.
 - .3 Temperature.
 - .4 Date of application.
 - .5 Specific area of application.
 - .6 Contractor's remarks/recommendations.

3 DEFINITIONS

- .1 Reference to Engineer or Project Authority must be construed as that person responsible for overlooking the contract's inspection and progress.
- .2 This person will be designated at the time of call-up.

4 "ENVIRONMENTAL" POLICY

- .1 In accordance with Canadian Forces Base Shilo's "Shilo Environmental" policy, the Contractor must propose "environmentally safe" products for those materials listed. The Contractor must submit product data and Material Safety Data Sheets (MSDS) for all "environmentally safe" products as requested by Engineer. All materials listed as "environmentally safe" material must be approved by the Engineer prior to use.

5 CODES AND
STANDARDS

- .1 The Contractor must comply with "The Guide to Chemical Weed Control", Manitoba Agriculture, all applicable provincial and municipal requirements including the acquisition of any licences and permits required to complete the work under any call-ups.
- .2 The Contractor must submit one photocopy of the valid Provincial Pesticide Applicator License to the Engineer prior to commencing any herbicide application under a call-up if the applicator's license was not already provided to the Engineer.
- .3 The Applicator must be an approved pesticide applicator in the province of Manitoba.
- .4 The Contractor must meet requirements of:
 - .1 Contract documents, specifications or scope of work.
 - .2 Specified standards, codes and referenced documents.

6 PESTICIDE POLICY

- .1 The Environmental Directive issued to all organizations within the Department of National Defence (DND) and the Canadian Forces (CF), or under the administrative authority of DND, who have responsibility for pesticide use must not use pesticides for cosmetic lawn purposes as of March 31, 2003. This includes the planting and health care management of bedding plants.
- .2 Definition:
 - .1 Pesticide - A product registered and listed under the Pest Control Products Act (PCPA) and its regulations intended to prevent, destroy or manage a pest; this included insecticides, fungicides, herbicides and plant growth regulators. This definition also applies to a fertilizer within the meaning of the Fertilizers Act (Canada) that contain a pesticide.
 - .2 Use - Any application method of a pesticide.
 - .3 Cosmetic Use - The use of pesticides where the application is purely for an aesthetic purpose.
 - .4 Lawn Care - Refer to the maintenance of turf and outdoor shrubs, flowers (bedding plants) and other ornamental plants.

7 ON-SITE
SUPERVISION

- .1 Contractor will designate a competent and qualified supervisor to be on site at all times during work, and act upon Engineer's instructions.

8 COMMENCEMENT OF
WORK

- .2 Supervisor must be capable of and have authority to speak on day-to-day matters.
- .1 The Contractor must not commence work without receipt of a call-up and the approval of the Engineer.
- .2 Movement around the site and the immediate area of work will be subject to restrictions as laid down by the location and as specified by the Engineer.

9 HOURS OF WORK

- .1 The Contractor must comply with the normal hours of work (07:30 to 16:00) in effect at the site during the period of the call-up.

10 ALTERATIONS,
ADDITIONS OR
REPAIRS TO
EXISTING BUILDING

- .1 The Contractor must execute work with least possible interference or disturbance to public and normal use of area and arrange with Engineer to facilitate execution of work.

11 BUILDING
SMOKING ENVIRONMENT

- .1 There is NO SMOKING within any Base Building at any time.
- .2 The Contractor must abide by Smoking Regulations and Base Standing Orders on the control of smoking in around the Ammunition Compound as directed by the Ammunition Compound Supervisor.

12 CONTRACTOR'S
IDENTIFICATION
SIGNS

- .1 Contractor identification:
 - .1 Contractor must install permanently fixed Contractor identification signs on all equipment.
 - .2 Contractor signs must be a minimum of 304mm x 304mm in size.

13 SAFETY
REQUIREMENTS

- .1 The Contractor must observe safety measures of Workplace Safety and Health (Manitoba Regulation 217/2006), Workers'/Workmen's Compensation Board and municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- .2 Contractor must be aware of, and accepts, the appropriate safety and health jurisdiction to which he is working in. Contractor accepts the responsibility to comply with the specified provincial and federal regulatory instruments, as appropriate, and to ensure that all subcontractors do likewise.

- .3 Contractor is responsible for all subcontractors with respect to safety and health issues and must be deemed as "site coordinator" to facilitate employer/contractor coordination.
- .4 Contractor (and his subcontractors) must submit proof of WCB coverage for all their personnel to Engineer prior to commencing work.
- .5 DND owned equipment, devices, tools, machinery and personal protective equipment (PPE) must not be used.
- .6 WHMIS and MSDS:
 - .1 The Contractor must comply with requirements of 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 (MSDS) acceptable to Labour Canada and Health and Welfare Canada.
 - .2 The Contractor must deliver copies of MSDS sheets to Engineer on delivery of materials.
- .7 Barricades:
 - .1 The Contract must barricade work sites as required by the Engineer.
- .8 Delay due to Health and Safety Regulations infractions:
 - .1 The Contractor must include all provisions of the Contract in any agreement with Sub-Contractors equally responsible for safe work performance.
 - .2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated Health and Safety requirements, the Contractor must, without additional cost to DND, worksuch overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the Engineer to avoid delay in the final completion of the work or any operation thereof.

14 FIRE SAFETY
REQUIREMENTS

- .1 The Contractor must remove all rubbish from the work site at the end of the work day or shift or as directed.
- .2 Storage:
 - .1 The Contractor must store waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 The Contractor must deposit materials subject to spontaneous combustion in an approved receptacles and remove as required.

- .3 The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings.
- .5 Transfer of flammable and combustible liquids must not be carried out in the vicinity of open flames or any type of heat-producing devices.
- .6 Flammable liquids having a flash point below 38°C such as naphtha or gasoline must not be used as solvents or cleaning agents.
- .7 Flammable and combustible waste liquids, for disposal, must be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.
- .8 Work entailing the use of toxic or hazardous materials and/or chemicals otherwise creates a hazard to life, safety or health, must be in accordance with the National Fire Code of Canada.
- .9 The Contractor must immediately remedy all unsafe fire situations observed by the Fire Chief.

15 ENVIRONMENTAL PROTECTION

- .1 Pollution control:
 - .1 The Contractor must control emissions from equipment to local authorities emission requirements.
- .2 Equipment:
 - .1 Equipment which is to be used in the execution of the work must be maintained in a manner that will not be detrimental to the environment and in compliance with the Canada Environmental Protection Act (CEPA). Equipment which is in violation must be removed from site until such time it does comply with the above mentioned requirements.
- .3 Storage and handling:
 - .1 All hazardous substances (any substance that is poisonous, exhibits flammability, corrosive, reactive or toxic) must be stored and handled in a manner which is not harmful to human life and will not pollute the environment.
 - .2 All hazardous substances stored outdoors must be situated in or on a secondary containment device capable of fully containing 1.5 times the quantity of the total volume stored in or on it. Storage

sites must be consolidated to the greatest extent possible to reduce the number of hazardous sites.

.3 Where hazardous sites are stored indoors in quantities which cannot be contained safely by the building structure in the event of a leak, the Engineer may direct that such substances be stored in or on proper secondary containment devices capable of fully containing 1.5 times the quantity of the total volume stored in or on it.

.4 Clean-ups:

.1 Leaks or spills of hazardous substances, regardless of the quantity or whether indoors or outdoors, must be stopped and cleaned-up immediately and be prevented from entering storm or sanitary sewer systems or contaminating soil or water.

.2 All spilled substances and materials contaminated by the spill must be collected in leak proof containers or double bagged for disposal off DND property. Disposal of such substances must be in a manner which is acceptable to the local authority having jurisdiction over disposal site area. Contractor must provide a manifest to the Engineer upon disposal completion.

.5 Reporting:

.1 ALL releases of hazardous substances into the environment (ground, water, drains, sewer systems, ditches, road, parking areas, air, etc.) must be reported to the Engineer immediately.

.6 Inspection:

.1 From time to time, the project site will be inspected to ensure compliance with federal, provincial and local environment requirements.

.2 All spills reported are subject to inspection by the Base Environmental Officer and the Engineer to confirm clean-up and disposal have been carried out satisfactorily.

16 PRODUCT DATA
AND SAMPLES

.1 This paragraph specifies general requirements and procedures for Contractors' submissions of product data and samples to Engineer for review.

.2 The Contractor must not proceed with work until relevant submissions are reviewed by the Engineer.

.3 The Contractor must notify the Engineer, in writing at time of submission, identifying deviations from requirements of specification sections stating reasons for deviations.

.4 Product data: manufacturer's catalogue sheets used to illustrate standard manufactured products:

- .1 The Contractor must submit 2 copies of product data.
- .2 The Contractor must delete information not applicable.
- .3 The Contractor must supplement standard information to provide details applicable to project.
- .4 The Contractor must cross-reference product data information to applicable portions of specification.

- .5 Samples: examples of materials, equipment, quality, finishes, workmanship:
 - .1 Reviewed and accepted samples will become standard of workmanship and material against which work will be verified.

17 CLEAN-UP

- .1 On completion of work, the Contractor must remove all surplus materials, plant, tools, equipment and waste materials from site.

18 PERSONAL
PROTECTIVE MEASURES

- .1 Chemical cartridge respirators must be used during mixing and applying all herbicides. Dust is not be acceptable for any work under the Standing Offer. Safety procedures for respirators must be as specified in "The Guide to Chemical Weed Control", issued by Manitoba Agriculture.
- .2 Non-absorbant footwear (eg. rubber boots) must be worn during the mixing and application procedures.
- .3 Non-absorbant chemical resistant prospective clothing, gloves and head cover must be used during the mixing and application procedures.

