



Solicitation No. - N° de l'invitation

W0213-12G388/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwd008

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

W0213-12G388

File No. - N° du dossier

PWD-2-35033

CCC No./N° CCC - FMS No/ N° VME

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## **REQUEST FOR STANDING OFFER (RFSO)**

### **IMPORTANT NOTICE TO OFFERORS**

**CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE** <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **INSURANCE REQUIREMENTS**

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

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## **SPECIAL INSTRUCTIONS TO OFFERER'S (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit prices for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to one (1) Standing Offer, for a period of two (2) years. The total dollar value of the Standing Offer is estimated to be \$132,775.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$25,000 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

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

### **SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE**

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

Alexis Woodman  
Supply Specialist  
Public Works and Government Services Canada (PWGSC)  
Acquisitions Branch  
Real Property Contracting  
P.O. Box 4600  
10 Barter's Hill  
St. John's, NL  
A1C 5T2

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

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

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

#### **SI04 QUANTITY**

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

#### **SI05 PWGSC OBLIGATION**

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

#### **SI06 SITE VISIT**

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

#### **SI07 REVISION OF OFFER**

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

#### **SI08 OFFER VALIDITY PERIOD**

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

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(b) cancel the request for standing offer.

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

## **SI09 WEB SITES**

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

Contracts Canada (Buy and Sell)

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Certificate of Insurance (form PWGSC-TPSGC 357)

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

SACC Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

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

## GENERAL INSTRUCTIONS TO OFFERORS (GI)

### GI01 CODE OF CONDUCT AND CERTIFICATIONS

1. Offerors must comply with the Code of Conduct for Procurement. Furthermore, in addition to the Code of Conduct for Procurement, offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - (a) payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
  - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
2. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Offerors further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon has been obtained, neither the Offeror nor any of the Offeror's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:
 

section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Offeror's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Offeror that is charged or convicted, as the case may be.
5. The Contracting Authority will declare non-responsive any offer in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.

6. In circumstances where a offeror or any of the Offeror's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Offeror must provide with its offer, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted , or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
7. The Offeror or any of the Offeror's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this offer solicitation.

## **GI02 COMPLETION OF OFFER**

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

## **GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR**

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

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

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



**GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX**

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

**GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

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

**GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

**GI07 SUBMISSION OF OFFER**

- 1) Canada requests that offerors follow the format instructions described below in the preparation of their offer.
  - (a) use 216 mm x 279 mm (8.5 x 11 inch) paper;
  - (b) use a numbering system that corresponds to that of the Request for Standing Offers;
- 2) The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
  - (a) Solicitation Number;
  - (b) Name of Offeror;
  - (c) Return address; and
  - (d) Closing Date and Time.
- 3) Offerors must submit their financial offer in accordance with Appendix 2 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable.
 

The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.
- 4) Timely and correct delivery of offers is the sole responsibility of the Offeror.

**GI08 REVISION OF OFFER**

- 1) An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2) A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

**GI09 REJECTION OF OFFER**

Canada may reject an offer where any of the following circumstances is present:

- (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offer on the requirement;
- (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of the offer;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada:
  - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of the offer;

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- (ii) Canada determines that the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
  - 2. Where Canada intends to reject an offer pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
  - 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to an offer solicitation from a single offeror or a joint venture. Canada reserves the right to:
    - (i) reject any or all of the bids submitted by a single offeror or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
    - (ii) reject any or all of the bids submitted by a single offeror or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

#### **GI10 OFFER COSTS**

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

#### **GI11 PROCUREMENT BUSINESS NUMBER**

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

#### **GI12 COMPLIANCE WITH APPLICABLE LAWS**

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

**GI13 APPROVAL OF ALTERNATIVE MATERIALS**

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

**GI14 PERFORMANCE EVALUATION**

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

**GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

- 1) In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
  - (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

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## STANDING OFFER PARTICULARS

### SOP01 GENERAL

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

### SOP02 PERIOD OF THE STANDING OFFER

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

### SOP03 CALL-UP LIMITATION

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

### SOP04 CALL-UP PROCEDURE

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

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

## CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions <u>As amended by paragraph 5)</u>	R2810D	(2011-05-16);
GC2 Administration of the Contract	R2820D	(2011-05-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2008-05-12);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 Insurance	R2590D	(2011-05-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2010-01-11);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
  - (c) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
 

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
 

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 4) The language of the contract documents is the language of the Price Proposal Form submitted.
 

*Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications"*
- 5) GC1.20 Code of Conduct and Certifications
  1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:

- (a) payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;
- (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:

- (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
- (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:

- (a) either one controls or has the power to control the other, or
- (b) a third party has the power to control both.

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

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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**APPENDIX 1 -**

**STATEMENT OF WORK (SPECIFICATIONS)  
(17 PAGES BELOW)**

## APPENDIX 2 - PRICE PROPOSAL FORM

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	Excavation	Cu. M.	300	\$	\$
2	Granular Base Course	Ton	400	\$	\$
3	Asphaltic Concrete (patch work)	Ton	200	\$	\$
4	Asphaltic Course (overlay of new pavement)	Ton	100	\$	\$
5	Equipment and Operator	Hour	200	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding GST / HST					<b>\$</b>

### NOTE:

The unit price in the Tender shall, in each case, include the cost of materials in the work, all labour, plant, equipment (jack hammer, etc.), transportation of old debris, etc., entering into its final placing in the work.

DEPARTMENT OF NATIONAL DEFENSE

SPECIFICATIONS

STANDING OFFER AGREEMENT

ASPHALT, CONCRETE, PAVEMENT/GRANULAR MATERIALS

9 WING GANDER

GANDER, NEWFOUNDLAND

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Scope of Work

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.
2. Scope of Work
  1. General: The work of this Standing Offer Agreement comprises the furnishing of all labour, materials and equipment required for repairs and improvements to Base roads and parking lots at 9 Wing Gander, Gander, NL.
  2. Work Included The work covered in this Standing Offer Agreement includes the following:
    - a. Cut existing broken pavement, excavation of existing base course, construction of new base course, and patch.
    - b. Overlay of existing pavement as detailed by the Engineer.
    - c. Excavation of soil, construction of new base course, sub-base course and placement of new pavement.
    - d. Supply and placement of granular materials.
    - e. Provide operator and equipment required for any ground work.
3. Location of Site 9 Wing Gander is located approximately one (1) mile southeast of the Town of Gander.
4. Site access
  1. Access to the site of work shall be as determined by the Engineer.
  2. The Contractor shall be governed by such security regulations as are applicable at the time of performing the work.
  3. Movement around the site will be limited to such areas as laid down by the Engineer.
5. Temporary Services
  1. DND can provide, free of charge, temporary electric power and water for construction purposes, subject to the following terms and conditions:
  2. The points of delivery and limits on quantities shall be determined on the site by Engineer, whose written permission must be obtained before any connection is made.
  3. From point of delivery, the Contractor shall provide, at his own expense, all equipment and temporary lines to bring these services to the site of work. Equipment and temporary lines shall be installed and operated in a manner approved by the Engineer.
  4. The supply of temporary services may be discontinued by a DND representative at any time without notice to the Contractor, and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.

5. After the temporary service lines are no longer required, the Contractor shall remove all lines and equipment, restore the connection points to their original condition and return the land to its original contour.
6. Standards and References
  1. Throughout the various Sections and Sub-Sections of this Specification, reference is made to domestic, national and international standards. These standards shall be considered an integral part thereof and shall be read in conjunction with the drawings and Specifications as if they were reproduced herein. Therefore, the Contractor shall be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.
  2. When reference is made to certain detailed drawings, catalogues or similar data as published by equipment suppliers, the Contractor shall be solely responsible for obtaining these.
7. Clearances and Acceptance
  1. General: It is the responsibility of the Contractor to ensure that all materials supplied to the job meet the Specifications and Contract Documents.
  2. Acceptable Materials: All and only "acceptable" materials, as defined by Construction Materials Board Form # 1, are eligible for use in this project. CMB Form # 1 forms part of this Standing Offer Agreement Document.
  3. Requests for "acceptance" of materials, in addition to those presently established as "acceptable" by the Standing Offer Agreement Documents, shall be submitted in duplicate to Wing Construction Engineering Officer, 9 Wing Gander.
8. Manufacturers' Data All copies of manufacturers' data shall be delivered to the Engineer at the time of initial project handover, packaged in hardcover, post-type binders to adequately protect the contents.
9. Protection of Existing Facilities The Contractor shall take all necessary precautions to ensure against damage to existing facilities, above and below ground level. Special precautions will be taken to ensure grass surfaces are not damaged. Any damage to such facilities because of the Contractor's operation shall be repaired or replaced by the Contractor at his own expense.
10. Temporary Storage It is the Contractor's responsibility to provide his own storage for material and equipment for this Standing Offer Agreement.
11. Local Laws, By-Laws and Regulations
  1. The Contractor shall make himself acquainted with all local laws, by-laws, provincial rules, codes and regulations of authorized bodies having jurisdiction in the area and shall be fully responsible for the strict observation of such laws, by-laws, rules, codes and regulations.
  2. Base Security The Contractor will make himself aware of and abide by all DND security regulations applicable to the job.

## SECTION 01201

### General Instructions Asphalt Pavement Repairs

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.
2. Scope of Work
  1. The work covered by this Section comprises the furnishing of all labour, materials and equipment required for the repair of broken pavement as specified herein.
  2. Work Included: Work involved in this Standing Offer Agreement will include:
    - a. Cut existing broken pavement, excavation of existing base course, construction of new base course and patch.
    - b. Overlay of existing pavement detailed by the Engineer.
    - c. Excavation of soil, construction of new base course, sub-base course and placement of new pavement.
    - d. Supply and placement of fill and/or backfill.
    - e. Supply and placement of granular materials.
3. Materials: All materials are to be "acceptable". See Para 7 of Section 01001, General Scope of Work
4. Granular Base:
  1. Granular base shall consist of sound, hard, durable material, free from soft, thin, elongated or laminated articles, organic materials, clay lumps or minerals, or other substances that would act in deleterious manner for use intended. Material to be crushed stone or gravel.
  2. Gradation of granular base material to gradations within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1. Gradation to:

Sieve Designation	% Passing
- 25 mm	100
- 12.5 mm	65 – 100
- 4.75 mm	35 – 60
- 2.00 mm	22 – 45
- 0.425 mm	10 – 25
- 0.75 mm	3 – 8

At least 60% of particles by mass within each sieve designation range to have at least one freshly fractured face.
5. Granular Sub-Base
  1. Granular sub-base shall consist of sound, hard, durable, material, free from soft, thin, elongated or laminated articles, organic materials, clay lumps or minerals, or other substances that would act in deleterious manner for use intended. Material to be crushed, pit run or screened stone, gravel or sand.
  2. Gradation of granular sub-base material to gradations within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1. Gradation to:

<u>Sieve Designation</u>	<u>% Passing</u>
- 75 mm	100
- 25 mm	55 – 100
- 4.75 mm	25 – 100
- 2.0 mm	15 – 80
- 0.425 mm	4 – 50
- 0.180 mm	-
- 0.075 mm	0 – 8

6. Asphalt  
Concrete  
Pavement

1. Materials:

- a. Asphalt prime shall conform to CAN/CGSB-16.2, grade 55-1.
- b. Asphalt cement shall conform to CAN/CGSB-16.3, Grade 150-200, Group 8 according to chart of Kinematics viscosity versus penetration.
- c. Aggregate for asphalt concrete pavement shall consist of sound, hard, durable material, free from soft, thin, elongated or laminated particles, organic materials, or other substances that would act in deleterious manner for use intended. Material to consist of crushed stone or gravel.

Gradation of aggregate for asphalt concrete pavement to gradations within limits specified when tested to ASTM C136 and ASTM C117.

<u>Sieve Designation</u>	<u>% Passing</u>
- 19.0 mm	100
- 9.5 mm	60 – 80
- 4.75 mm	40 – 65
- 2.00 mm	30 – 50
- 0.425 mm	15 – 30
- 0.180 mm	5 – 20

At least 60% of particles by mass within each sieve designation range to have at least one freshly fractured face. Do not use aggregates having known polishing characteristics in mixes for surface courses.

- d. Mineral filler for asphalt concrete pavement to consist of finely ground particles of limestone, hydrated lime, Portland cement, or other approved non-plastic mineral matter, thoroughly dry and free from lumps. Add mineral filler when necessary to meet mix aggregate gradation or as directed by Engineer to improve mix properties.

2. Mix design by Marshall Method to requirements as follows:

- a. Compaction blows on each face of test specimens: 50.
- b. Mix physical requirements:

<u>Property</u>	<u>Concrete</u>
- Marshall stability	- 5.5@ 60°C, KN minimum
- Flow value, mm	- 2-4
- Air voids in mixture, %	- 15
- Voids in mineral	- 15 Aggregate, % minimum
- Index retained	- 75 Stability, % minimum



c. Measure physical requirements as follows:

- Marshall Load and flow value to ASTM D 1559.
- Air voids to ASTM D 3203.
- Voids in mineral aggregate to asphalt institute, M5-2, Chapter 4.
- Index of retained stability to be measured in accordance with Marshall Immersion test.

Do not change mix design without approval of Engineer. When changed in material source proposed, new mix formula to be approved by engineer.

d. Expansion Joint: Expansion Joints between asphalt concrete pavement and adjacent surfaces and or materials to conform to ASTM D 5422. Joints to be minimum 12 mm wide. Joints greater than 15 mm wide to be filled with compressible extruded closed cell foam backer rod. Sealant for expansion joint to be selected by Engineer, determined by location and Environmental conditions of application.

e. Equipment: Equipment required for installation and or placement of materials to include, but is not necessarily limited to, the following:

- i. Self-powered pavers capable of spreading mix within specified tolerances, true to line and grade to the new paving into existing.
- ii. Rollers of type and weight to obtain specified density of base, sub-base and compacted asphalt concrete pavement.
- iii. Vibratory roller with minimum drum diameter of 750 mm and maximum amplitude of vibrations (machine setting) 0.5 mm for lifts less than 40 mm thick.
- iv. Haul trucks of sufficient number and of adequate size, speed and condition to ensure orderly and continuous operation. Haul trucks for asphalt to be equipped with covers of sufficient size and weight to completely cover and protect asphalt during haul from plant to worksite.
- v. All required hand tools.

f. Fill and/or Backfill

- i. Fill and/or backfill shall consist of material commonly known as "pit run" material, free from organic matter and having blast rock not exceeding 200 mm Ø. Source of fill to be approved by Engineer.
- ii. Excavated material to be used as fill and/or backfill only if approved by Engineer. Any additional fill material shall conform to requirements and shall be obtained from source as approved by Engineer.

7. Patch Repairs of Existing Asphalt Pavement
1. Areas of existing asphalt pavement requiring patching to be identified by Engineer.
  2. Cut square and remove existing deteriorated asphalt to minimum 600 mm beyond

all visible asphalt pavements of deteriorations. Remove existing base material to minimum 300 mm depth, or to depth as specified by Engineer. All removed materials to be disposed of off site at an approved landfill facility as directed by Engineer. Engineer to inspect excavated area before placement of new granular base material and asphalt pavement.

3. Place and compact new granular base material to tolerances as specified and to satisfaction of Engineer.
4. Prior to placement of new asphalt concrete pavement, all surfaces of existing asphalt that will come in contact with new asphalt pavement to be primed with asphalt primer as per specifications.
5. New asphalt concrete pavement to be placed in lifts not exceeding 50 mm in thickness, to depth to match existing asphalt pavement. Final Grades and slopes of existing asphalt pavement.
6. New asphalt concrete pavement to be thoroughly and uniformly compacted, using required proper equipment. Protect new asphalt pavement from vehicular traffic for minimum four (4) hours upon completion of placement where practical.

8. Overlay of Existing Pavement

1. Preparation of Surface:

- a. Existing asphalt surface to be prepared as required before placement of new asphalt concrete pavement. All existing deteriorated asphalt concrete pavement and granular material to be removed as per 4, 2 and new compacted granular base to be placed and compacted as per 4, 3. All upheavals to be removed from existing asphalt pavement. Remove existing asphalt concrete pavement, reshape, and compact existing granular base as required to provide uniform surface with adjacent asphalt pavement.
- b. Sweep clean existing asphalt surface using mechanical sweepers or by hand brooms to remove all dirt, debris, and all foreign matter before placement of prime/tack coat. Cleaning to be completed to the satisfaction of the Engineer.

2. Application of Prime/Tack Coat

- a. After the pavement has been properly cleaned; apply the asphalt prime at a rate of approximately two (2) litres per square meter. Actual rate of application is to be determined by site trials – all prime distributed should be completely absorbed or set within 24 hours of application.
- b. The prime shall be prepared and applied as per manufacturer's latest instructions.
- c. Priming shall only take place if the surface of the base course is dry, the temperature of the air is above 5°C and rain is not forecast.
- d. Keep traffic off treated areas until prime has cured or has been absorbed.

3. Placement of New Asphalt Concrete Pavement

- a. Once prime/tack coat has cured or been absorbed into existing base/asphalt, place new asphalt concrete pavement, one lift, 50 mm thick.

- b. Roll new asphalt concrete pavement onto existing asphalt as soon as new asphalt concrete pavement can support roller weight without undue cracking or displacement. Ensure roller speed is constant and at correct speed to avoid displacement. Upon completion of placement of new asphalt pavement, protect from vehicular traffic for minimum four hours where practical.
- c. Asphalt concrete shall be laid only when base is dry and air temperature is above 5°C. If surface temperature of the prepared base is below 10°C, additional rollers shall be provided to obtain the desired compaction before cooling.
- d. Compaction shall continue until 98% of maximum Marshall Density is obtained and all roller marks are eliminated.
- e. Areas inaccessible to rollers shall be compacted by tampers.
- f. Finished surface shall be free of any irregularities greater than 5 mm when checked with a 3 m straight edge and the asphalt concrete shall be at least 45 mm thick.
- g. Correct any irregularities that develop before completion of rolling by loosening surface and adding or removing material as required. Should irregularities or defects remain after final compaction, remove asphalt concrete, correct base and properly lay sufficient new material to form a true and even surface when compacted as specified.

#### 4. Joints

- a. Cut back bituminous course to full depth in straight or curved lines as required exposing fresh vertical surfaces. Remove any broken or loose material.
- b. Prime exposed edges of asphalt joints before placing asphalt. Carefully place and compact hot asphalt concrete against joints.
- c. Offset longitudinal joints in succeeding layers by at least 150 mm.

#### 9. New Asphalt Concrete Pavement

##### 1. Site Preparation

- a. Remove all existing vegetation from area of new work and dispose off site in area approved by Engineer.
- b. Excavate and remove existing material to depth as indicated by Engineer. In areas where Engineer deems existing material suitable for use as sub-grade, excavate to minimum 300 mm below finished elevation of new asphalt concrete pavement. In areas where Engineer deems existing material unsuitable for use as sub-grade, excavate to minimum 900 mm below finished elevation of top of sub-grade.
- c. Areas within area of new work requiring backfill or imported fill to be placed and compacted in layers not exceeding 150 mm thickness, until desired elevation is achieved.

- d. Granular material used for fill and/or backfill as per requirements.
- e. Place and compact fill and/or backfill to tolerances as specified and to satisfaction of Engineer. Each lift to be compacted to requirements of Engineer before placement of each successive lift.
  - i. Granular sub-base materials as per requirements of specifications.
  - ii. Place and compact new granular sub-base material, in lifts not exceeding 150 mm, to tolerances as specified and to satisfaction of engineer. Each lift to be compacted to requirements of Engineer before placement of each successive lift.
- f. Granular base materials as per requirements of specifications and placement of granular base materials as per requirements.
- g. Asphalt concrete pavement as per requirements of specifications and placement of asphalt concrete pavement as per requirements of specifications, Para 4, 5 and 6.
- h. Placement and materials for expansion joint as per requirements of specifications.

10. Supply and Placement of Fill and/or Backfill

- 1. Fill materials to be supplied as required by Engineer. Quantity of fill to be determined by job requirements.
- 2. Fill materials as per required specifications, and placement of fill materials as per required specifications.

11. Supply and Placement of Granular Materials

- 1. Supply granular materials as per requirements of this specification and as required by Engineer.
- 2. Supply granular materials in quantities as required by Engineer. Placement of granular materials as per requirements of this specification and to the satisfaction of Engineer.

12. Clean Up

The Contractor shall keep the areas being worked on clean and tidy at all times and shall not proceed to the next area until the proceeding areas have been cleaned up to the complete satisfaction of the Engineer.

13. Schedule of Work

- 1. Work will be carried out on an as demand basis issued by Engineer.
- 2. Work, when ordered by the Engineer, will be carried out as follows:
  - a. The Contractor shall provide service when requested by the Engineer between 0800 - 1630 hours, Monday to Friday.
  - b. The Contractor shall advise the Engineer of the telephone numbers at which he or his representative may be contacted.
  - c. The Contractor shall not refuse any call for work requested by the Engineer and shall perform such work within two (2) weeks of notice.

- d. The Contractor, on receipt of a Standing Offer Agreement for this work, shall be advised by the Engineer, in writing, of the name of the Engineering representative who is authorized to request service.
- e. When work is required; the Engineering Representative will notify the Contractor by phone.
- f. Two (2) copies of Call Up Against a Standing Offer, DSS 942, will be made out detailing the work submitted to the Contractor by telephone. The DSS 942 must be filled out, showing hours worked and materials used, immediately upon completion of the job and turned in to the Contract-Superintendent or his service man or representative must report to the Engineer. If necessary, these forms will be filled in by DND personnel from data submitted by the Contractor. All work is subject to an on site inspection before certification.
- g. The Contractor shall provide the Construction Engineering Department with complete details of work for maintenance records or logs.

14. Site Visit

It is the responsibility of the Contractor to visit the site and familiarize himself with working conditions and requirements on the site.

Safety  
Requirements

1. Acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, Canada Labour Code Part II and Canadian Occupational Health and Safety Regulations,
2. As a minimum personnel and agents shall wear CSA approved and certified hard hats, safety footwear, safety glasses, non conductive clothing and reflective safety vest. Depending on work involved personnel shall use other protective equipment such as certified insulated electrical gloves, hearing protection and fall protection equipment.
3. Contractors (and their sub-contractors) shall provide proof of Workman's Compensation Board Coverage.
4. The Contractor shall appoint a safety officer, who has demonstrated the requisite degree of training and competency and act in that capacity in the particular circumstances of the Contract, and to be responsible for the identification and control of potential safety hazards on site.
5. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the work. The hazard assessment is to be **made in writing** and submitted to the Engineer for review. The Contractor shall inform all persons granted access to the work area of all know or foreseeable hazards that may be encounter in the work area.
6. The Contractor shall be responsible for ensuring that every person engaged in the Work is properly trained in safety procedures. All personnel working to any prescribed hazard must be trained to the regulations of that hazard. The contractor shall follow lock out and tag out procedures as necessary to safety perform the work.
7. Government owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided.
8. DND has the authority to stop work on the contract if it is their opinion that the work performance is in an unsafe manner that is contrary to the applicable safety legislation.
9. In the event of an incident or accident while on DND property, the Contractor/Agency shall immediately contact the Engineer. The Engineer will take all necessary steps to notify investigation parties.
10. The Contractor or Agency will provide the Engineer with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous Materials Information Systems (WHMIS) regulations brought on site.
11. In the event that differences or conflicts arise between legislation, regulations or standards that apply to the work being completed, the most stringent legislation, regulation or Standard will apply and be enforced.
12. The Contractor shall maintain appropriate first aid kits on site and

Safety  
Requirements  
(Cont'd)

personnel shall be trained in first aid procedures.

13. Fall arrest equipment shall be utilized by trained personnel while working from aerial buckets, man lifts, and scissor lifts, and like elevating work platforms.

14. The Contractor shall conduct daily "house keeping" to ensure a safe and hazard-free work site.

Fire Safety  
Requirements

1. Comply with requirements of 9 Wing Contractor Fire Orders for Civilian Contractors as issued by 9 Wing Fire Chief. Copy of Contractors Fire Orders can be obtained by contacting the Engineer.
2. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.
3. Contractors shall conduct daily “housekeeping” to ensure a safe and hazard-free work site. The highest standard of housekeeping is mandatory in all buildings particularly workshops where combustible dust and cuttings accumulate during the day’s activities. Such areas shall be thoroughly cleaned at close up and waste matter disposed of properly.
4. All personnel in the employment of a contractor shall have training in all types of portable fire equipment used on site.
5. The Contractor is responsible for ventilation of the work area and provision of fire extinguishers. Fully charged and operable fire extinguisher(s), appropriate for the type of possible fire, shall be available at the work site.
6. Unauthorized personnel shall not tamper with controls and components of sprinkler and other suppression systems in any manner. Sprinkler piping and heads shall not be obstructed in any manner nor used for supports.
7. Contractors are responsible for providing a FIRE WATCH during all hot work operations. Where hot work operations are carried out on material which transverses more than one area, FIRE WATCH shall be provided for each area. The FIRE WATCH shall stand by with an extinguisher and take the necessary action to suppress a fire.
8. Fire exits, fire escapes, platforms, and doors leading to fire escapes shall not be obstructed in any manner. Fire doors are to be closed except when used for access or egress but maybe left open if equipped with automatic closing devices; fire doors shall not be obstructed in any way.
9. Privately owned electrical appliances shall be approved by the Canadian Standard Association of Canada (CSA), or Underwriters Laboratories of Canada (ULC). Electrical appliances shall be kept in good electrical and mechanical repair.
10. Temporary electrical installations and wiring or modifications to existing installations shall not be made by personnel other than authorized electricians or licensed electrical contractors within the mandate of work prescribed.
11. In the event of a fire while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing Fire Chief at 709 256-1703 Ext. 1242, cellular 709-235-0505.



**1. General**

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

**2. Reference Standards**

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

**3. Documentation**

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

3. Information (MSDS) on known or suspected hazardous materials on site can be obtained through Department representative from Hazardous Material Coordinator.
4. Signs and Notices
  1. Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.
  2. Site workers to familiarize themselves with the MSDS for each product.
  3. Signs and / or notice for safety and instruction are to be in both official languages, commonly WHMIS symbols.
5. Safety: Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.
6. Indemnity Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.
7. Spills and Leaks
  1. In addition to requirements of Section 01005 – General Instructions deliver and store hazardous materials to the following:
    - a. Incompatible substances and chemicals to be kept segregated at all times.
    - b. Contractor can obtain clarifications and identification of subject substances and chemicals from Wing Hazardous Coordinator.
8. Compliance In the event of conflict between requirements, the most stringent requirement governs.
9. Clean-Up All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.

**1 Environment**

1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (2003), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
2. ALL SPILLS (petroleum products, hazmat, and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted in accordance with Para 1 of this Section.
4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.

**2 Fires**

Fires and burning of rubbish on site shall not be permitted.

**3 Disposal of Waste**

Do not bury rubbish and waste materials on site unless approved by Engineer.

**4 Disposal of Hazardous Material**

1. Do not dispose of hazardous waste, products or materials at 9 Wing owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Engineer upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.
2. Hazardous materials are present in Wing facilities, including but not limited to asbestos, mercury, chlorinated biphenyls and lead. Prior to any construction, installation, or removal of equipment the exact location of such must be checked with the Engineer to determine if a hazardous material is present. Only certified and approved contractors are permitted to handle hazardous materials.

**5. Period of Agreement**

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