

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions**
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions**
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet Clean Sludge Dry Beds,Bldg N-5,Gage	
Solicitation No. - N° de l'invitation W0105-13E057/A	Date 2013-06-12
Client Reference No. - N° de référence du client W0105-13E057	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3263
File No. - N° de dossier PWB-2-35159 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-23	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506)636-5347 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Clean Sludge Drying Beds Building N-5 CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

REQUEST FOR STANDING OFFER (RFSO)

CLEAN SLUDGE DRYING BEDS BUILDING N-5 CFB GAGETOWN, OROMOCTO, NEW BRUNSWICK

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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 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 Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors and Specification.

2. Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO). This Standing Offer is for the furnishing of all labour, tools and equipment required for the cleaning of twelve sludge beds and geo-tubes at Building N-5, CFB Gagetown, Oromocto, New Brunswick. Work will be performed as and when requested, from Date of Award to March 31, 2015, in accordance with the Specification attached Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, World Trade Organization Agreement on Government Procurement as well as the Canada-Peru, Canada-Columbia and Canada-Panama Free Trade Agreements.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices 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.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

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

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

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pwb020

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-13E057

PWB-2-35159

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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 the 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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offerors affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of

names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of Standing Offer

The certifications listed below and the certifications in **Annex “B” Certifications** should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

2.1 Former Public Servant - Competitive Requirements

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 a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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 Applicable Taxes.

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 B**. 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 Specification in Annex "D".

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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 Award to March 31, 2015.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Janine Donovan
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-5347

Facsimile: (506) 636-4376

E-mail address: janine.donovan@pwgsc.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 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: _____

Telephone: () _____

Fax: () _____

E-mail: _____

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 CF942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (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 \$400,000.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

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 New Brunswick.

12. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

13. Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Standing Offer Authority within seven (7) days after request form the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

Supplemental General Conditions 2010C (2013-04-25), 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

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

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

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE

Date of Award to March 31, 2015

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ €	Estimated Total Price \$ €
1	Unit Price to reflect cost for digested sludge if transported to Envirem; located in Fredericton	Tonnes	6,000	\$ _____	\$ _____
2	Unit price to reflect cost for digested sludge if transport to Clarendin site. This site will only be used if sludge cannot be processed in Fredericton.	Tonnes	6,000	\$ _____	\$ _____
3	Unit price to reflect cost for cleaning of road in front of sludge drying beds and replacement of material, removed by the cleaning of sludge beds as defined in specification section 02 21 13, sub-section 1.13.11	Per Year	2	\$ _____	\$ _____
4	All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up, estimated at \$200,000. The Contractor is to submit a percent of mark-up for tendering purposes.	Allowance	\$3,000	Mark-up _____ % = \$ _____	Allowance + Mark up = \$ _____
<u>Total Estimated Amount used for Evaluation</u>					\$ _____

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded..

ANNEX “B”

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing

Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Equipment List

Within seven (7) days and prior to award, the Offeror will be required to provide an equipment list which will include year, make and model. This equipment is subject to inspection by the Department of National Defence (DND).

3. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

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 the Department of National Defence.
 - (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.

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ANNEX C

COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

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

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ANNEX D

SPECIFICATION



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

SPECIFICATION

**STANDING OFFER AGREEMENT
CLEAN SLUDGE DRYING BEDS BUILDING N-5
CFB GAGETOWN
OROMCTO, NEW BRUNSWICK
DATE OF AWARD TO 31 MARCH 2015**


Designed by Fire Inspector


Project O


Engineering O

PF No:

Job No: L-G2-5821/57

Date: 2013-01-29

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Annex A	Plan of Sludge Drying Beds	1
Annex B	Cross Section AA Plan of Sludge Drying Beds	1

1.1 Description of Work .1 The work under this Standing Offer comprises the furnishing of all labour, tools and **equipment** required for the cleaning of twelve sludge beds and Geo-tubes, at Building N-5 as requested on Form CF-942, Call-Up Against A Standing Offer as directed by the Engineer

1.2 Duration of Contract .1 The duration of this Contract will be from Date of Award to 31 March 2015.

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

.2 The address of the Engineer is:

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

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

1.4 Liability Insurance .1 The Contractor shall provide proof of Liability Insurance for the amount of Two Million dollars (\$2,000,000.00) to PWGSC prior to award of this **Standing Offer Agreement**

1.5 Documents Required .1 Maintain at the job site, one copy of the specification.

1.6 Contractor's Use of Site .1 Work site access will be as directed by the Engineer

.2 Movement around the site is subject to the restrictions laid down by the Engineer.

.3 Work site access will be directed by the Engineer.

- 1.7 Workmanship .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice. Inferior workmanship will be replaced without cost to DND when so rendered by the Engineer.
- 1.8 Guarantee .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.
- 1.9 Codes and Standards .1 Perform work and enforce safety measures in accordance with Canadian Labour Code Part 2 and list all other codes and standards that are referenced in this section of specification.
- .2 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of **Standing Offer Ageement**
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- 1.10 Site Location .1 The work under this Standing Offer Agreement is within the Base area of Canadian Forces Base Gagetown, Oromocto, New Brunswick.

- 1.11 Work Requisition.1 The work to be performed on Form CF 942, Call Up Against a Standing Offer, when ordered by the Engineer is as follows:
- .2 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours.
 - .3 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
 - .4 The Contractor upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
 - .5 The Contractor will not refuse any call for service by the Engineer and will respond within 24 hours on normal service calls and within 4 hours on emergency service calls.
 - .6 When service required, the Engineer will notify the Contractor and detail the job. When requested, a written estimate will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on CF 942 form, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer's or his Representative. One copy of this form will be given to the Contractor.
 - .7 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/signout sheet available for the Contractor.
 - .8 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work,

1.11 Work Requisition.8
(Cont'd)

(Cont'd)
location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for further work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of **Standing Offer Agreement**

- .9 The Contractor to return one copy of the signed requisition that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF 942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF 942.

1.12 Basis of Payment.1

The Contractor will submit all inclusive prices for the following in accordance with the specification. Prices shall include transportation, expenses and profit.

- .2 The work done under this Standing Offer Agreement will be paid for per unit price per tonne of digested sludge.
- .3 All weigh bills from disposal site will be required to confirm invoiced price.
- .4 The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .5 Unit price to reflect cost for digested sludge if transported to Envirem; located in Fredericton.

(Estimated 3000 tonnes per year) ;

- .6 Unit price to reflect cost for digested sludge if transported to Clarendin site.

1.12 Basis of Payment.6
(Cont'd)

(Cont'd)
This site will only be used if sludge cannot be processed in Fredericton.

(Estimated 3000 tonnes per year)

- .7 Unit price to reflect cost for cleaning of road in front of sludge drying beds and replacement of material, removed by the cleaning of sludge beds as defined in section 002113, sub section 1.13.11.

(estimated at once per year).

- .8 Time charged and contract price of materials (if used) may be verified by Government Audit before and after payment.
- .9 All Material will be invoiced at the Contractors cost plus a percentage of mark-up

(estimated at \$3,000.00 per year) .

- .10 Quantities are to be used as a guide and may increase or decrease. Quantities are not guaranteed and the contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

1.13 Removal of
Sludge &
Replacement of
Granular Material

- .1 The Contractor will be required to provide all labour, equipment and supervision to remove and transport the inorganic waste and Geo-tube fabric from the drying beds at Building N-5 to Envirem or a pre-approved hazmat disposal site.
- .2 The address for Envirem is:
Envirem Technologies Inc.
180 Hodgson Rd.
Fredericton, NB
E3C 2G4
(506) 459-3464
- .3 Each full drying bed is estimated to contain approximately 40 tonnes of digested sludge.
- .4 Each full Geo-tube (26' X 100') is estimated to contain approximately 300 tonnes of digested sludge.
- .5 Each full Geo-tube (12' X 26') is estimated to contain approximately 100 tonnes of digested sludge.

1.13 Removal of
Sludge &
Replacement of
Granular Material
(Cont'd)

- .6 If materials are spilled at the site during loading or in transit, the affected area will be cleaned by the Contractor, at no additional cost to DND.
- .7 All vehicles and Equipment will be in good working condition and licensed in accordance with regulations of the Province of New Brunswick, with a minimum liability insurance of Two Million Dollars (\$2,000,000.00).
- .8 Contractor is to remove sludge down to sand level, being careful not to remove the sand. Scarify the top of sand to a depth of 150 mm of granular sand to avoid sand compacting.
- .9 The Geo-tube drying beds will be free of vegetation.
- .10 Replace sand to original level as indicated at Annex "B" after each cleaning.
- .11 When sand replacement is required it will meet the following requirements, as per Small and Decentralized Wastewater Management Systems. A typical sand drying bed consists of 12 inch (300 mm) of fine sand underlaid by 8 to 18 inch (200 to 460 mm) of gravel. The sand should have an effective size of 0.01 to 0.03 inch (0.3 to 0.75 mm), be clean of any fines, and have a uniformity coefficient less than 3.5. The gravel size is typically 0.1 to 1 inch (2.5 to 25 mm). Test results to be provided prior to approval of sand source at the Contractor's expense.
- .12 Heavy equipment used in the cleaning operation must travel on the concrete runway only to prevent damage to the beds, equipment will not exceed 5 tonnes. Some hand shoveling is required.
- .13 Any damage to the sludge drying beds during cleaning will be rectified by the Contractor at no cost to DND.

1.14 Contractor
Passes

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police,

1.14 Contractor
Passes
(Cont'd)

- .1 (Cont'd)
Commissionaires, Security Guards and persons
in authority.
- .2 The Contractor will complete an application
form for contractor passes for each
individual. The Contractor will accompany the
employee to the Military Police Identification
Section building F-19 for the issuance of
pass.
- .3 Photocopies of passes are to be provided to
the Engineer.
- .4 The Contractor will ensure Contractor passes
are recovered from employees who cease to be
employed on DND property. Such passes shall be
returned to the Military Police Identification
Section by the Contractor.

1.15 Security
Clearance

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

- 1.1 References .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Province of Ne Brunswick Occupational Health and Safety Act, S.N.B. 1983.
- .3 National Building Code of Canada, 2010.
- 1.2 Regulatory Requirements .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part 2, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- 1.3 Responsibility .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part 2, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 CFB Gagetown Construction Engineering Branch employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
-

1.3 Responsibility .5
(Cont'd)

As per the Canada Labour Code Part 2, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to worn at all times.

1.4 Unforeseen .1
Hazards

Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.5 Correction of .1
Non-Compliance

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.6 Work Stoppage .1

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

- 1.1 Fire Safety Plan.1 Contractors and their personnel will be familiar with this section as well as CFB Gagetown and applicable building fire orders which are posted in all DND buildings.
- 1.2 Fire Department Briefing .1 The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.
- 1.3 Reporting Fires .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
- .1 Activate the nearest internal fire alarm pull station; and/or
- .2 Telephone: 911; and
- .3 Depart building to safe area for that building.
- .3 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.
- 1.4 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm systems shall not be:
- .1 Obstructed.
- .2 Shut-off.
- .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
- 1.5 Fire Extinguishers .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.
-

1.6 Blockage of
Roadways

- .1 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.

1.7 Smoking
Precautions

- .1 Observe smoking regulations at all times.

1.8 Rubbish and
to Waste Materials

- .1 Rubbish and waste materials are to be kept a minimum.
- .2 The burning of rubbish is prohibited.
- .3 Removal:
 - .1 All rubbish shall be removed from the work site at the end of the work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.9 Flammable Liquids.

- .1 The handling, storage and use of flammable liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable liquids such as gasoline, kerosene, naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
- .3 Transfer of flammable liquids is prohibited within buildings.
- .4 Transfer of flammable liquids shall not be carried out in the vicinity of open flame or any type of heat-producing devices.

1.9 Flammable Liquids.5
(Cont'd)

Flammable liquids having a flash point below 38°C such as naphtha or gasoline shall not be used as solvents or cleaning agents.

- .6 Flammable waste liquids, for disposal, shall be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

1.10 Hazardous
Substances

- .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
- .2 The Fire Chief is to be advised, and a "Hot Work" permit issued in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers shall be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for fire Watch shall be at the discretion of the Fire Chief. Contractors are responsible for providing fire watch service for their work on a scale established and in conjunction with the Fire Chief at the pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

1.11 Questions

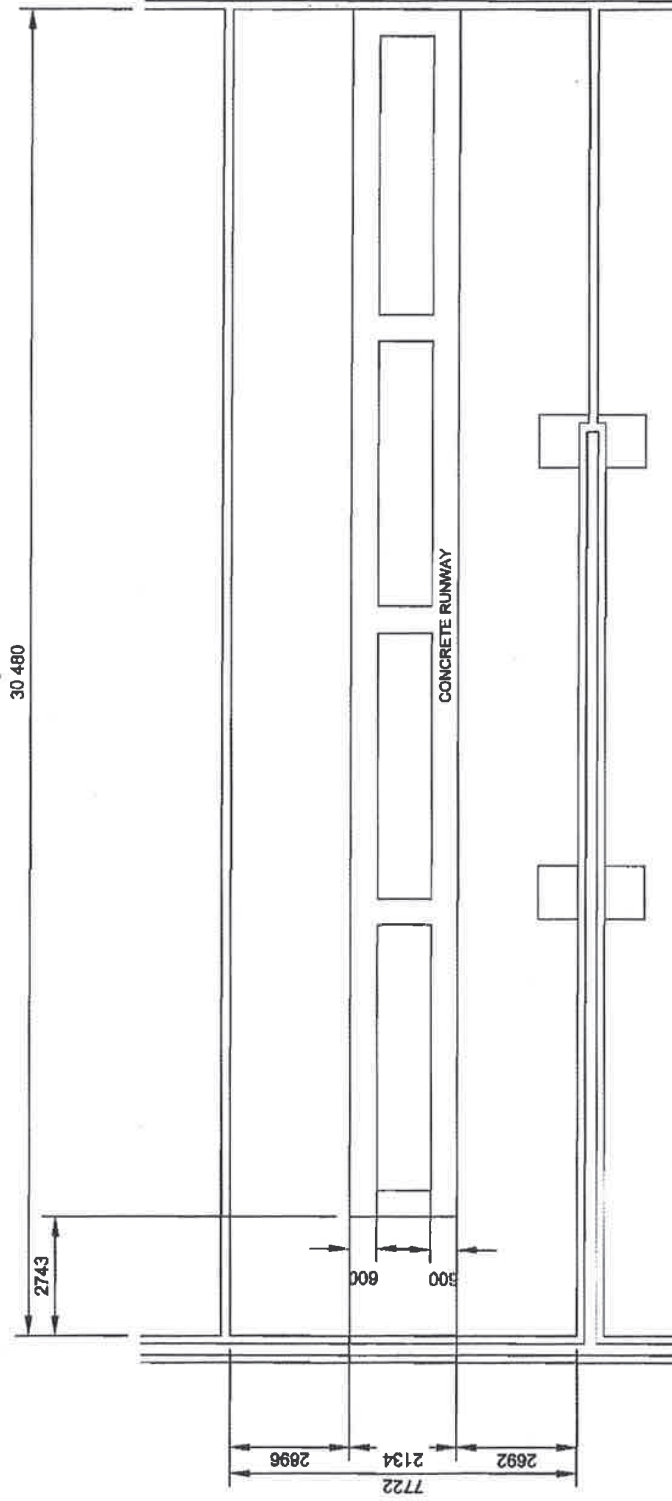
- .1 Direct any questions or clarification on Safety in addition to above requirements to Chief through the Engineer.

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

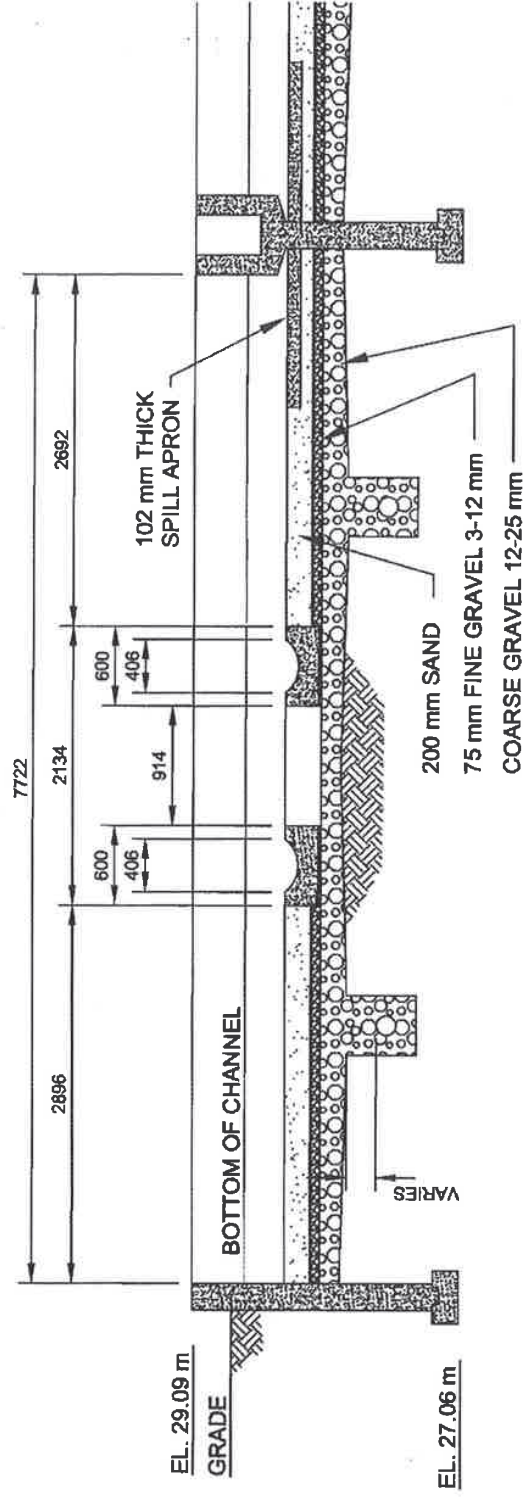
- 1.1 General .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.
- 1.2 Fires .1 Fires and burning of rubbish on site not permitted.
- 1.3 Disposal of Wastes .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 1.4 Spill Protection .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).



ANNEX A



PROJECT	CLEAN SLUDGE DRYING BEDS BUILDING N5	TITLE	PLAN OF SLUDGE DRYING BEDS			
			CKD	P.F.No	SOA	DATE
			APP	JOB No		



PROJECT	TITLE		CKD		P.F.No		DATE	
	CLEAN SLUDGE DRYING BEDS BUILDING N5		CROSS SECTION OF SLUDGE DRYING BEDS		SOA		JOB No	
					APP			