

REQUEST FOR STANDING OFFER (RFSO)

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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 proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to One [1] Standing Offer, each for a period of Two [2] years. The total dollar value of all Standing Offers is estimated to be \$436,462.50 (GST or HST included). Individual call-ups will vary, up to a maximum of \$25,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting an offer, the Offeror certifies that he and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of the General Instructions. The related documentation therein required will assist Canada in confirming that the certifications are true.

SI03 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.

SI04 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

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

Public Works and Government Services Canada

Patricia Chaulk
 Contracting Officer
 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) 772-8357
Facsimile: (709) 772-4603
E-mail address: Patricia.Chaulk@pwgsc-tpsgc.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.

SI05 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.

SI06 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.

SI07 SITE VISIT

All bidders, before submitting their bid, are recommended to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the works.

SI08 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.

SI09 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of sixty [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.

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3. If the extension referred to in paragraph 2 of SI09 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
 4. If the extension referred to in paragraph 2. of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
 5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

SI10 WEB SITES

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

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Certificate of Insurance (form PWGSC-TPSGC 357)

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

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

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> | PWGSC, Code of Conduct and Certifications

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

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS (GI)

GI01 CODE OF CONDUCT AND CERTIFICATIONS - OFFER

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for , offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSOs, Standing Offers and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.

2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's affiliates if:

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

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

4. Offerors 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 with their offer or promptly thereafter the name of the owner. Offerors submitting offers as societies, firms, or partnerships 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 a Standing Offer to be issued.

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) 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.

5. The Offeror must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the offer as well as during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. The Offeror must also, when so requested, provide Canada with the corresponding Consent Forms.

6. 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.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting an offer, the Offeror certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:

Paragraph

- a. 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124(Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
- e. section 239 (False or deceptive statements) of the Income Tax Act, or
- f. section 327 (False or deceptive statements) of the Excise Tax Act, or
- g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Offeror must provide with its offer or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive

10. Offerors understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

Only one person is capable of performing the contract;

- Emergency;
- National security;
- Health and safety;
- Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

GI02 COMPLETION OF OFFER

1. The offer shall be
 - a. Submitted in accordance with the instructions contained in the RFSO;
 - b. correctly completed in all respects;
 - c. signed by a duly authorized representative of the Offeror; and
 - d. 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. Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the RFSO, facsimile copies of offers are not acceptable.

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 APPLICABLE TAXES

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

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.

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.

3. 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.

GI09 REJECTION OF OFFER

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI09, Canada may consider, but not be limited to, such matters as:

- a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1., 2. and 3. of GI09, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. of GI09, other than subparagraph 2.a. of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other offerors

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

GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

GI14 PERFORMANCE EVALUATION

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

GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by

Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.

3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

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

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for 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 (Applicable Taxes 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.

Solicitation No. - N° de l'invitation

E0224-140972/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-3-36087

Buyer ID - Id de l'acheteur

pwd010

CCC No./N° CCC - FMS No/ N° VME

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

Various

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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_2829.
 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	Insurance	R2590D	(2011-05-16);
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
	Schedules of Wage Rates for Federal Construction Contracts;		
	Supplementary Conditions		
 - c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
4. The language of the contract documents is the language of the Price Proposal Form submitted.

Solicitation No. - N° de l'invitation

E0224-140972/A

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

Various

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-3-36087

Buyer ID - Id de l'acheteur

pwd010

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 2- SCOPE OF WORK

(SPECIFICATION)

(27 pages as attached)

APPENDIX 3 - PRICE PROPOSAL FORM

S/O Diving Inspections - Various Location - CENTRAL, NL 2 Year Term

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	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	01 10 10	Diving Crew	Hour	1200	\$	\$
2	01 10 10	Driving Crew Travel	Hour	400	\$	\$
3	01 10 10	Galvavized Chain	Meter	2500	\$	\$
4	01 10 10	Galvavized Shackles	Each	250	\$	\$
5	01 10 10	Underwater Video	Day	50	\$	\$
6	01 10 10	Report Writing	Hour	500	\$	\$
7	01 10 10	Travel		Provisional Amount		\$15,000.00
8	01 10 10	Miscellaneous Equipment Rental Allowance (Total=Principle multiplied by tendered OH&P Factor)		Principle \$30,000.00	OH&P Factor ____%	\$
TOTAL EXTENDED AMOUNT (TEA) Excluding GST / HST						\$

*To calculate the Estimated Total Price for **Item 8**, multiply the Mark-up % by the Estimated Quantity and add that total to the Estimated Quantity. [Estimated Total Price = (Estimated Quantity) + (Estimated Quantity x Mark-up %)]

APPENDIX 4 - EVALUATION PROCEDURES OR BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- 1.1.2** Offerors will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all line items in the Basis of Payment, or their bid may be considered non-responsive.

1.1 Financial Evaluation

SACC Manual Clauses M0220T (**2013-04-25**), Evaluation of Price

2. Basis of Selection

- 2.1** SACC Manual Clauses M0069T (**2007-05-25**), Basis of Selection

SPECIFICATION

**Regional Individual Standing Offer
Diving Inspections
Various Locations - Central, Newfoundland**

Solicitation No.: E0224-140972/A



Contracting Officer:

Patricia Chaulk
Real Property Contracting
10 Barter's Hill, P.O. Box 4600
St. John's, NL A1C 5T2
Telephone: (709) 772-8357
Facsimile: (709) 772-4603

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
SPECIFICATION FOR
DIVING
CENTRAL, NL

<u>Section</u>	<u>Title</u>	<u>Pages</u>
00 01 11	LIST OF CONTENTS	1
01 10 10	GENERAL REQUIREMENTS	12
01 35 29	HEALTH AND SAFETY REQUIREMENTS	12

Attachments

Site Plan, Identifying Central Boundaries	1
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-
- 1.1 General .1 Public Works and Government Services Canada (PWGSC) requires the services of a diving firm to perform diving inspections and minor repairs on marine structures and facilities at various locations in Newfoundland and Labrador. It is the Department's intention to accept tenders for this service and establish a Standing Offer for such work as indicated on attached Drawing No. 1 of 1, for the following regions:
- .1 Central Region: East of, and including Jackson's Arm and McCallum, West of, but not including Clarenville and Long Harbour (Fortune Bay). In strict accordance with specification and accompanying map and subject to all terms and conditions under this Standing Offer.
 - .2 Only items in the Unit Price Table will be measured for payment. All other work necessary to complete call-ups under the standing offer will be considered incidental to the standing offer and not measured separately for payment
- 1.2 FIELD WORK .1 The visual inspection and written report, complete with colour photographs and detailed drawing(s), of various marine structures and facilities such as wharves, floating docks, breakwaters, steel sheet piling, slipways, dredged areas, etc., to determine any physical damage or deterioration to structures or structural components.
- .2 Various diving services will involve, but not necessarily be limited to, the following activities above and below low water level:
 - .1 Examination of structure to determine condition of structure which should include inspection of the following: The deterioration of structure (concrete/wood/steel), damage to structure, spillage/missing ballast, settlement of structure, undermining/scouring of structure, bottom crib conditions, corrosion of steel structures, dimensions of structures and their components;
 - .2 Examination of various types of bolted and/or welded connections for corrosion, deterioration or damage;
-

1.2 FIELD WORK
(Cont'd)

.2

(Cont'd)

- .3 Examination of structural components specified by PWGSC such as fendering systems and bracing, for deterioration and damage; regions specified in clause 1.1.1, as required, and directed by the Departmental Representative, remove/replace bracing that is missing;
- .4 Reporting on damages caused by ship accidents;
- .5 Examining dredge areas including soundings for high spots, debris and boulders in connection with PWGSC dredging contracts or for navigational purposes, removal of boulders by lift bags;
- .6 Carry out underwater probes of harbour bottoms and indicate type of bottom as soft, hard, gravel, sand, bedrock or boulders, characterization of sediment i.e. color and type of material, underwater video and photo, etc., and provide drawings of probe locations;
- .7 Procurement of dredge spoil samples for chemical analysis;
- .8 Underwater location of waterlines, services and man-made debris;
- .9 Acquisition of timber core samples;
- .10 Underwater inspections of various marine projects undertaken by General Contractors on PWGSC's behalf to ensure compliance with plans and specifications;
- .11 Report verbally to PWGSC immediately upon observing any deterioration or damage to a structure which could, in contractor's opinion, affect the integrity of a structure;
- .12 Inspect, remove/replace and install new chains, remove/replace new and old concrete blocks with proper lift bags, removal of old chain used for floating docks, anchors, new shackles, install/move floating docks into location as directed by scope of work and drawing provided, if field conditions require change to scope of work, an approval is required from the departmental representative.
- .13 The Supply and transportation of minimum of Grade 43 galvanized chain - WLL X 9200lbs@4:1 DF and such as "Van Beese" or "Crosby" or equivalent galvanized shackles Bolt/Nut/Cotter Pin to each site as required. Chain and Shackle must be certified. Contractor will stock at least 5 barrels of

1.2 FIELD WORK
(Cont'd)

- .2 (Cont'd)
.13 (Cont'd)
chain at his office at all times for emergency calls for repairs.
- .3 The Contractor will be required to mobilize to the call-up site within 48 hours of notification from the Departmental Representative, except in cases of emergency or operational requirements. Failure to mobilize to call-up site within an additional 24 hours notice, the Departmental Representative will rescind the call-up.
- .4 All diving work to comply with Health and Safety Section 01 35 29. Diving Contractors who are found in non-compliance of these regulations will be disqualified. Contractors must comply with these Safety Requirements and must provide proof of qualifications and equipment. Random checks of diving firm will be performed by OHS and PWGSC. Firm will submit to this office along with quote to perform work or inspection a site specific safety plan, a letter of clearance from WHSSC, proof of insurance.
- .5 PWGSC will make available any existing drawings or site information, if available, as requested by the diving contractor.
- .6 When requested by PWGSC, a cost estimate for diving services shall be submitted before inspection is authorized. The cost of the inspection, when authorized, shall not exceed the estimate by more than 20% without prior approval of the Department. All costs to be invoiced as per the terms of the contract, i.e., broken down into number of hours, expenses, time when left home base, time when arrived on site, time when left site each day, etc.
- .7 The number of Diving hours for diving services or inspection(s) will commence once you start work at the job site and ends once work is completed. Time spent for nutritional breaks will be deducted (mandatory 30min for lunch and supper every day will be deducted each day) from the above as per government travel rates, breakfast will be paid for if

1.2 FIELD WORK
(Cont'd)

- .7 (Cont'd)
leave home base before 7:45am, lunch if leave before 11:45 or after 12:30 if you arrive back to home base, and dinner if you arrive back to home base after 6:30pm. Contractor is responsible to get Harbour Authority or Departmental Representative to sign off or notify PWGSC when the original scope of work is completed before leaving site, if no one able a phone call or email will be accepted.
- .8 The number of travel hours will be measure from the time it takes to travel from the home base to the community of the work and from community to community and back to home base. Time spent for nutritional breaks will the same as outline in section 1.2.7.
- .9 The contractor shall be solely responsible to determine wind and sea conditions at the site prior to proceeding to site. There is no payment for standby in this contract.
- .10 While it is impossible to establish the exact number of hours that may be required, tenders would be based on the estimated quantities shown in the Standing Offer. Contactor must submit schedule of work including departure times to Departmental Representative before work will be approve, any changes to original schedule has to be approved prior to start of work. Contractor is to sumit prior to going to site emergency plan with all contact number. Once on site contractor is to do site specific hazard assessment prior to start of work and a dive plan. this is to be submitted with report.
- .11 No provision for overtime will apply. Hourly rates will include services of divers, job preparation, breakdown, transportation to and from site, diving support vessel and equipment. Tools, (i.e., incremental wood core test equipment, lift bags) and consumable items, (i.e., coveralls, gloves, etc.), shall also be included in the hourly rate except for specialize equipment which will be paid by a daily rate up on request. If a larger vessel than the support vessel of the contractor is required it will be paid separately.
-

1.2 FIELD WORK
(Cont'd)

.12 Underwater Camera: Contractor shall provide an underwater camera capable of taking underwater still colour prints, digital prints or slides under low light conditions. The camera equipment is to include a flash or strobe, a 50 mm lens, an optional wide angle lens and an optional fish-eye lens. The camera and associated equipment must be capable of operating in depths up to 30 metres.

.13 Miscellaneous Material Allowance: The supply of miscellaneous materials will be paid at the fair market value according to the actual invoiced cost, including only appropriate taxes as pre-approved by the Departmental Representative. All costs must be supported by adequate documentation. When bidding this unit the Contractor's overhead and profit factor will be entered in the space provided on the Unit Price Table. This factor will then be multiplied by the Miscellaneous Material Allowance principal of \$30,000.00 to determine the total Miscellaneous Material Allowance Cost. The Contractor will make every effort to obtain the best price available for any specified material.

1.3 REPORTS

.1 Three (3) type written original copies of a detailed report shall be submitted to the Department within one (1) week of completion of all field work.

.2 All reports shall include the following information:
.1 Date of inspections
.2 Climate Conditions - weather, air temperature, wind direction and speed.
.3 Water Conditions - wave heights(m), depth at each location(m), temperature (deg C), visibility (m), tide
.4 Time when arrive to site, time when in and out of water, time when left site.
.5 Names of divers and diver's tender.
.6 Name and signature of person(s) completing the report and date signed.
.7 Time when contractor left home base, time when arrived on site and time when left site.

1.3 REPORTS
(Cont'd)

- .2 (Cont'd)
- .8 Contact name of Harbour Authority and the PWGSC Departmental Representative.
- .3 Provide Autocad scaled drawing(s) in report and CD with reference to pictures of existing structure(s) with each report detailing all findings including plan, profile views and dimensions of damage, scoured or deteriorated areas. Must provide scaled plotted drawings and CD files in Autocad 2007 format or greater to the Departmental Representative. Contractor must submit a Autocad (.dwg) file with each report.
- .4 All reports will provide underwater colour pictures/photographs on glossy paper, clearly labelled and description of location with referenced to the autocad scaled drawing. The report will be also submitted on CD in word format and with all the digital pictures store on the CD. The number of original photographs will be determine by the Departmental Representative and will be submitted with each report depending upon the size and scope of individual inspections. The departmental Representative will provide if available any existing autocad/topographic plans for reference to contractor to verify.
- .5 In cases when a video is required, the contractor will be required to provide with the report and in the report a reference autocad drawing to scale, showing the swim route, identify the structure (i.e. cribwork length, pile spacing, span lengths, scour protection, damaged areas, etc.). All video's will be dubbed and all findings on video be visible for viewing before they are submitted to the department. If video is not clear and viewable of findings, contractor will be responsible to correct at his cost. The contractor should notify department while at the site if visible conditions aren't good.

1.4 DREDGED SAMPLING.1

In conjunction with PWGSC's procurement of dredging/ocean dumping permits, diving contractor may be required to obtain either grab or core samples of harbour bottom

1.4 DREDGED SAMPLING.1
(Cont'd)

(Cont'd)

material for chemical analysis at specified harbours.

- .2 Core samples will be collected in 50 mm (minimum) clear plastic core liners. For disturbed samples, after excess water is drained from the sample, it will be deposited into a 250ml mason jar and duplicated. For undisturbed samples, the core liner will be capped on top and bottom and made water tight.
- .3 Grab samples are required to be taken in a 250ml jar and a duplicate sample taken at each location. All excess water is to be drained from the bottle. The remaining information listed here is captured by the Chain of Custody Form. A Chain of Custody Form must be completed for each sampling location, as per the PWGSC sampling protocol. A copy of the completed Chain of Custody Form to be returned to PWGSC and the original must accompany the samples to the lab.
- .4 Each core and/or grab sample shall be clearly identified by a typed label secured to side of container indicating the following:
 - .1 Location of harbour;
 - .2 Date and time collected;
 - .3 Sample number and location;
 - .4 Water depth at each sample location;
 - .5 Name of diving company and collector.
 - .6 Provide Autocad scaled drawings showing the location of the samples.
- .5 All samples will be carefully packaged to prevent damage and transported by courier, prepaid by diving firm, to designated testing laboratory. Courier will be reimbursed by PWGSC at cost. Samples damaged during transportation must be re-taken at the diving contractors cost. Note: An Autocad plan of the harbour area indicating actual sample (GPS coordinates) locations in relation to identifiable marine structures shall be forwarded with each set of samples with a duplicate copy to PWGSC. This will be stored on the CD with the report.
- .6 In general, PWGSC will identify the type of sample to be taken, the number of samples

1.4 DREDGED SAMPLING.6
(Cont'd)

(Cont'd)
required, and the location from which the samples should be collected and if requested, GPS coordinates of each sample to be recorded and indicated on a Autocad drawing plan provided by PWGSC or as directed by the Departmental Representative .

- .7 Diving firm will be required to pay for and maintain their own adequate supply of 250ml bottles, plastic core liners and containers at all times. Submit samples of plastic core liners and containers to Department for prior approval when requested.

1.5 UNDERWATER COLOUR.1
VIDEO EQUIPMENT

Contractor shall provide an underwater colour video system capable of providing a clear picture acceptable to the Departmental Representative. Underwater video camera and associated equipment which will enable constant monitoring from the surface and simultaneous recording monitoring from the surface and simultaneous recording of video and audio on a DVD disk. The video camera must be capable of operating in depths up to 30 metres and distances up to minimum 100 metres away from its power supply and monitoring source. Contractor shall provide and maintain any necessary power to operate this system.

- .2 Contractor to provide all necessary lighting of sufficient intensity to monitor and furnish a video to show adequate detail and clarity.
 - .3 Voice communications must be available with the diver during the underwater inspection and video tapes must have voice overlay which will identify each area or phase of the inspection.
 - .4 On occasion, the diving contractor will provide, operate and maintain underwater colour video camera, monitor and provide weatherproof monitoring station at the site during the inspection.
 - .5 The DVD disk (dubbed) will be submitted to PWGSC within one(1) week of completion of all field work or upon completion of the site
-

1.5 UNDERWATER COLOUR.5

VIDEO EQUIPMENT
(Cont'd)

(Cont'd)
investigation when requested by the
Departmental Representative. All video's will

be dubbed before they are submitted to the
department. If video is not clear and not
viewable of findings, contractor will be
responsible to correct at his cost. The video
should be reference to the scaled autocad
drawing file at all times.

1.6 TERMS OF PAYMENT.1

Base of operations for Central Region is
Gander, NL.

.2

Diving Crew - personnel will consist of a (4
man Dive team) and equipment required to
perform inspections or work, as detailed in
General Requirements, will include all diving
services, support services, access to area
under investigation, dive support vessel,
lighting, lift bags, probe rods, cameras, film
and all other services required will be the
responsibility of the diving contractor and
incidental to the hourly rate for diving crew.
The quantity of hours determined for payment
will be time needed for preparation,
reasonable travel to and from site and
operating hours on site (excluding time for
nutritional breaks, see section 1.2.7 or
1.2.8). For multi-day trips, reasonable effort
should be made to coordinate travel between
sites to reduce time and km's travelled, where
appropriate, time to include actual on site
work for that day and travel according to
government travel regulations for meals (see
section 1.2.7 or 1.2.8) and accommodations.
Payment for job preparation, equipment
cleanup, breakdowns and all other components
of work will not be measured. No payment will
be made for equipment damaged or for
consumable products needed to facilitate the
work. Equipment to perform the above
inspection to be included in the above per
hour rate, (i.e., incremental wood borer tools,
etc.) This will be measured per hour from the
time of the actual start of work at the site.
There may at times be additional work that is
not outline in the above breakdown for the

1.6 TERMS OF PAYMENT.2
(Cont'd)

(Cont'd)

contractor. This work/equipment will be covered under the Miscellaneous Material Allowance item and done on a hourly price supplied by the contractor.

- .3 Diving Crew Travel - personnel will consist of a (4 man Dive team) as detailed in General Requirements, will include time to travel from Home Base to site, from site to site and return to Home Base. The quantity of hours determined for payment will be time needed for reasonable travel to and from site (excluding time for nutritional breaks, see section 1.2.8 or 1.2.9). For multi-day trips, reasonable effort should be made to coordinate travel between sites to reduce time and km's travelled, where appropriate, time to include actual travel according to government travel regulations for meals (see section 1.2.8 or 1.2.9) and accommodations. This will be measured per hour from the home base once the diving contractor has departed their office to travel to the site, then once work completed, time to travel to other site(s) or back to home base.
- .4 The Supply and transportation of minimum of Grade 43 galvanized chain - WLL X 9200lbs@4:1 DF and (Van Beese) or (Crosby) or equivalent galvanized shackles Bolt/Nut/Cotter Pin to each site as required. Chain and Shackle must be certified. Contractor will have at his availability at least 10 barrels of chain at all times for emergency calls for repairs. The installation of chains, shackles or any other material will be covered under section 1.6.2. The chain will be measured by the meter and the Shackles by each one supply.
- .5 Underwater Colour Video - equipment as per Special Requirements including voice communication, monitor station, DVD disks lighting and all consumables required for performance of the underwater video will be measured per day. (Contractor is advised that the daily rate for underwater video is additional to the total hours of the diving crew per day).

1.6 TERMS OF PAYMENT.6
(Cont'd)

Report Writing - preparation of report will include all necessary work required in compiling of the report including drafting (CADD drawings and electronic files required on a cd in autocad 2007 format or more), typing, a CD of the report in word format and digital, photographic development and printing and will be measured per hour. The report must be submitted electronic also.

- .7 Travel/Expenses - will be paid as per Federal Government Travel Regulations (see section 1.2.7 or 1.2.8 for break down), with details of expense claims to be broken down daily, showing departure from home base and arrival times at site, meals, incidental and accommodations on the invoices. Kilometers will be measured from the home base site, to the work site and return or to other work site.
- .8 Invoices - to be submitted for each Call-up, indicating Standing Offer number, Call-up number, project number, location, and Departmental Representative requesting the services. Also to be broken down when left home base (travel time), work hours (on site) and travel back to home base or hotel (travel time). Contractor is to make sure proper rates are on all invoices, invoices will be return for corrections if any errors found. Contractor will contract Harbour Authority or Departmental Representative every time when arriving to site, before any work starts and leaving site. Contractor is responsible to get Harbour Authority or Departmental Representative to sign off or verified on the original scope of work before leaving site.
- .9 Miscellaneous Material Allowance: The supply of miscellaneous materials will be paid at the fair market value according to the actual invoiced cost, including only appropriate taxes as pre-approved by the Departmental Representative. All costs must be supported by adequate documentation. When bidding this unit the Contractor's overhead and profit factor will be entered in the space provided on the Unit Price Table. This factor will then be multiplied by the Miscellaneous Material Allowance principal of \$30,000.00 to determine

1.6 TERMS OF PAYMENT.9
(Cont'd)

Miscellaneous Material Allowance: (Cont'd)
the total Miscellaneous Material Allowance
Cost. The Contractor will make every effort to
obtain the best price available for any
specified material.

1.1 DEFINITIONS

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is:
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace, and;
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work and;
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

1.2 SUBMITTALS

- .1 Submit site-specific Health and Safety Plan prior to commencement of Work.
 - .1 Submit site-specific Health and Safety Plan within (24) hours prior to start of work. Provide 1 copy by email or fax to the Department Representative.
 - .2 a copy of the companies Health and Safety Plan.
 - .3 Once on site, contractor is to do a specific hazard assessment by the dive supervisor and a written dive plan that will be discussed with all persons associated with dive activities.
 - .4 Contractor to submit prior to going to site emergency plan with all contact numbers.
 - .5 Building Permits, compliance certificates and other permits obtained.
-

1.2 SUBMITTALS
(Cont'd)

- .1 (Cont'd)
 - .6 Reports or directions issued by Federal and Provincial Inspectors and other Authorities having jurisdiction.
 - .7 Accident or Incident Reports
 - .8 MSDS data sheets.
 - .9 Name of Contractor's representative designated to perform full time health and safety supervision on each site.
- .2 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.
- .3 Submit building permit, compliance certificates and other permits obtained.
- .4 Submit copy of Letter in Good Standing from Provincial Workers Compensation or other department of labour organization.
 - .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .5 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .6 Submit copies of incident reports.
- .7 Submit WHMIS MSDS - Material Safety Data Sheets.
- .8 Upon request by Departmental Representative, submit reports and other documentation as stipulated to be produced and maintained by Federal and Provincial Occupational Health and Safety Regulations and as specified herein.

1.3 COMPLIANCE
REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of Nova Scotia, and Regulations made pursuant to the Act.
 - .2 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.
 - .3 Comply with Occupational Health and Safety Act for Province of Prince Edward Island, and
-

1.3 COMPLIANCE
REQUIREMENTS
(Cont'd)

- .3 (Cont'd)
Occupational Health and Safety Regulations made pursuant to the Act.
- .4 Comply with Occupational Health and Safety Act for Province of Newfoundland and Labrador, and Occupational Health & Safety Regulations made pursuant to the Act.
- .5 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at: [www.http://laws.justice.gc.ca/en/L-2/](http://laws.justice.gc.ca/en/L-2/)
 - .2 COSH can be viewed at: [www.http://laws.justice.gc.ca/eng/SOR-86-304/ne.html](http://laws.justice.gc.ca/eng/SOR-86-304/ne.html)
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (819) 956-4800 (1-800-635-7943) Publication No. L31-85/2000 E or F)
- .6 Observe construction safety measures of:
 - .1 Part 8 of National Building Code
 - .2 Municipal by-laws and ordinances.
- .7 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
- .8 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.
- .9 Medical Surveillance: Where prescribed by legislation or regulation, obtain and maintain worker medical surveillance documentation.

1.4 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons and environment adjacent to the site to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by all workers, sub-contractors and other persons

1.4 RESPONSIBILITY .2
(Cont'd)

(Cont'd)
granted access to Work Site with safety requirements of Contract Documents, applicable federal, provincial, and local by-laws, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.5 SITE CONTROL .1
AND ACCESS

Control the Work and entry points to Work Site. Approve and grant access only to workers and authorized persons. Immediately stop and remove non-authorized persons.

.1 Departmental Representative will provide names of those persons authorized by Departmental Representative to enter onto Work Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to their reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.

.2 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.

.3 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.

.4 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. Provide security guard where adequate protection cannot be achieved by other means.

1.6 PROTECTION .1

Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.

.2 Should unforeseen or peculiar safety related hazard or condition become evident during performance of Work, immediately take measures to rectify situation and prevent damage or harm. Advise Departmental Representative verbally and in writing.

1.7 PERMITS

- .1 Post permits, licenses and compliance certificates, specified in section 01 10 10, at Work Site.
- .2 Where a particular permit or compliance certificate cannot be obtained, notify Departmental Representative in writing and obtain approval to proceed before carrying out applicable portion of work.

1.8 HAZARD ASSESSMENTS

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, including when new trades and subcontractors arrive on site.
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.

1.9 PROJECT/SITE CONDITIONS

- .1 Following are potential health, environmental and safety hazards at the site for which Work may involve contact with:
 - .1 Working in close proximity of water.
 - .2 Use of water crafts and floating platforms.
 - .3 Wet and slippery conditions.
 - .4 Weather conditions and exposure risk.
 - .5 Potential structural weakness of existing structures.
 - .6 Heavy equipment activity in the area.
 - .7 Heavy lifting.
 - .8 Working at heights.
 - .9 Cutting tools and other construction power tools.
 - .10 Overhead power/utility lines.
 - .11 Risk of electric shock.
 - .12 Vehicular and pedestrian traffic.
 - .13 Confined spaces.
-

1.9 PROJECT/SITE
CONDITIONS
(Cont'd)

- .1 (Cont'd)
 - .1 (Cont'd)
 - .14 Working in poor lighting conditions.
- .2 Above items shall not be construed as being complete and inclusive of potential health and safety hazards encountered during Work.
- .3 Include above items in the hazard assessment of the Work.
- .4 MSDS Data sheets of pertinent hazardous and controlled products stored on site can be obtained from Departmental Representative.

1.10 MEETINGS

- .1 Attend pre-construction health and safety meeting, convened and chaired by Departmental Representative, prior to commencement of Work, at time, date and location determined by Departmental Representative. Ensure attendance of:
 - .1 Superintendent of Work
 - .2 Designated Health & Safety Site Representative
 - .3 Appropriate workers.
 - .4 Departmental Representative.
- .2 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations.
- .3 Keep documents on site.

1.11 HEALTH AND
SAFETY PLAN

- .1 Prior to commencement of Work, develop written Health and Safety Plan specific to the Work. Implement, maintain, and enforce Plan for entire duration of Work and until final demobilization from site.
 - .2 Health and Safety Plan shall include the following components:
 - .1 List of health risks and safety hazards identified by hazard assessment.
 - .2 Control measures used to mitigate risks and hazards identified.
-

1.11 HEALTH AND
SAFETY PLAN
(Cont'd)

- .2 (Cont'd)
 - .3 On-site Contingency and Emergency Response Plan as specified below.
 - .4 On-site Communication Plan as specified below.
 - .5 Name of Contractor's designated Health & Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
 - .6 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .3 On-site Contingency and Emergency Response Plan shall include:
 - .1 Operational procedures, evacuation measures and communication process to be implemented in the event of an emergency.
 - .2 Evacuation Plan: site and floor plan layouts showing escape routes, marshalling areas. Details on alarm notification methods, fire drills, location of fire fighting equipment and other related data.
 - .3 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
 - .4 Emergency Contacts: name and telephone number of officials from:
 - .1 General Contractor and subcontractors.
 - .2 Pertinent Federal and Provincial Departments and Authorities having jurisdiction.
 - .3 Local emergency resource organizations.
 - .5 Harmonize Plan with Facility's Emergency Response and Evacuation Plan. Departmental Representative will provide pertinent data including name of PWGSC and Facility Management contacts.
- .4 On-site Communication Plan:
 - .1 Procedures for sharing of work related safety information to workers and subcontractors, including emergency and evacuation measures.
 - .2 List of critical work activities to be communicated with Facility Manager which have a risk of endangering health and safety of Facility users.

1.12 SAFETY
SUPERVISION
(Cont'd)

- .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.
 - .2 Conduct Formal Inspections on a minimum monthly basis. Use standardized safety inspection forms. Distribute to subcontractors.
 - .3 Follow-up and ensure corrective measures are taken.
- .6 Keep inspection reports and supervision related documentation on site.

1.13 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.
- .3 When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Departmental Representative verbally and in writing.

1.14 MINIMUM
SITE SAFETY RULES

- .1 Notwithstanding requirement to abide by federal and provincial health and safety regulations; ensure the following minimum safety rules are obeyed by persons granted access to Work Site:
 - .1 Wear appropriate PPE pertinent to the Work or assigned task; minimum being hard hat, safety footwear, safety glasses and hearing protection.
 - .2 Immediately report unsafe condition at site, near-miss accident, injury and damage.
 - .3 Maintain site and storage areas in a tidy condition free of hazards causing injury.
 - .4 Obey warning signs and safety tags.

1.14 MINIMUM
SITE SAFETY RULES
(Cont'd)

- .2 Brief persons of disciplinary protocols to be taken for non compliance. Post rules on site.

1.15 CORRECTION OF
NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Departmental Representative will stop Work if non-compliance of health and safety regulations is not corrected in a timely manner.

1.16 INCIDENT
REPORTING

- .1 Investigate and report the following incidents to Departmental Representative:
 - .1 Incidents requiring notification to Provincial Department of Occupational Safety and Health, Workers Compensation Board or to other regulatory Agency.
 - .2 Medical aid injuries.
 - .3 Property damage in excess of \$10,000.00,
 - .4 Interruptions to Facility operations resulting in an operational lost to a Federal department in excess of \$5000.00.
- .2 Submit report in writing.

1.17 HAZARDOUS
PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
 - .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to Departmental Representative.
 - .3 For interior work in an occupied Facility, post additional copy in one or more publically accessible locations.
-

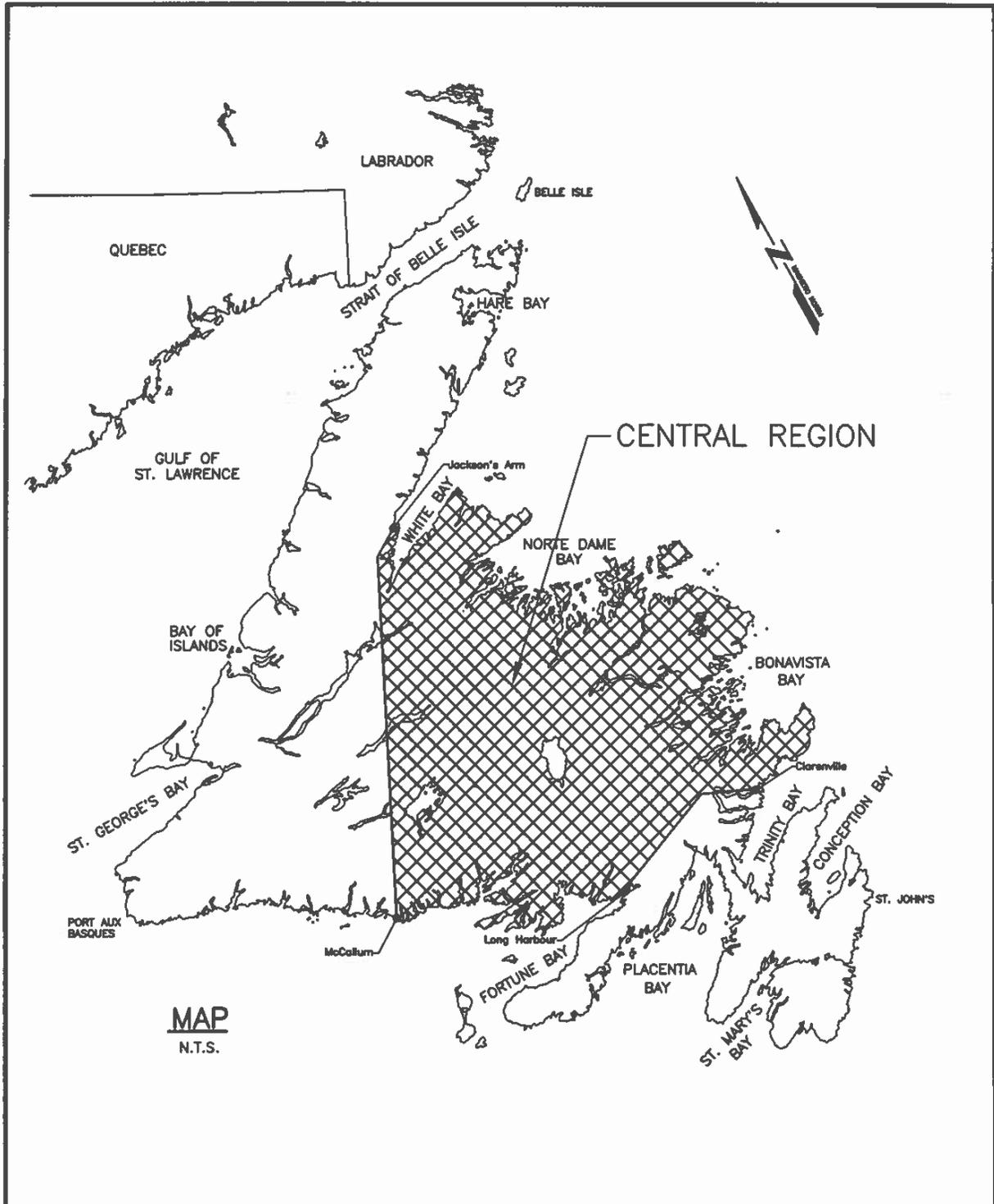
- 1.18 BLASTING .1 Blasting or other use of explosives is not permitted on site without prior receipt of written permission and instructions from Departmental Representative.
- 1.19 CONFINED SPACES .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- .2 Obtain an Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.
- .1 Obtain permit from Facility Manager
- .2 Keep copy of permit issued.
- .3 Safety for Inspectors:
- .1 Provide PPE and training to Departmental Representative and other persons who require entry into confined space to perform inspections.
- .2 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.
- 1.20 SITE RECORDS .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.
- 1.21 NOTIFICATION OF DCUMENTS .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
- .1 Site specific Health and Safety Plan
- .2 WHMIS data sheets
-

1.22 DIVING
OPERATIONS

- .1 All diving work to comply fully with the requirements of CSA Z275.2-04, "Occupational Safety Code for Diving Operations", CSA Z275.4-02, "Competency Standards for Diving Operations" and CSA Z180.1-00, "Compressed Breathing Air and Systems." The contractor is also required to comply with Divisions I and II for Type 2 Dives as defined in Part XVIII of the Canada Labour Code for Diving Operations.
- .2 Dive personnel must meet the minimum competency requirements of the CSA Z275.4-02 (R2008) and all divers must possess an Unrestricted Surface-Supplied Certificate or a valid Category 1 Diving Certificate. Submit copy to Departmental Representative prior to starting work of each callup and OHS/Consultants will be doing spot check to see if firms are in compliance with all Health and safety.
- .3 Diving in free-swim mode is not permitted at the work site.
- .4 Divers must have a current (less than one year) validated medical examination certificate(s) from a licensed Diving Physician in Newfoundland and Labrador who is knowledgeable and competent in diving and hyperbaric medicine, for all dives.

1.23 MEASUREMENT
FOR PAYMENT

- .1 No measurement for payment shall be made for items under this section. All costs associated with this specification section will be considered incidental to the contract.



	Travaux publics et Services gouvernementaux Canada	designed by: PWGSC conçu par: PWGSC	date:
	DIVING CENTRAL REGION, NL	Drawing title: Titre du dessin: SITE PLAN	drawn by: EB dessiné par: EB
Plot Scale:	scale: échelle:	approved by: approuvé par:	project no.: no. du projet:
	date: JUNE 2011	revisions:	dwg no.: 1 OF 1 dessin no.: