

**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

<b>Title - Sujet</b> Hazardous Waste Removal CFB Gagetow	
<b>Solicitation No. - N° de l'invitation</b> W0105-14E026/A	<b>Date</b> 2013-12-10
<b>Client Reference No. - N° de référence du client</b> W0105-14E026	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-004-3344
<b>File No. - N° de dossier</b> PWB-3-36094 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-01-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doucet, Gisele PWB	<b>Buyer Id - Id de l'acheteur</b> pwb004
<b>Telephone No. - N° de téléphone</b> (506)636-4541 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Hazardous Waste Removal CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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

### **HAZARDOUS WASTE REMOVAL CFB GAGETOWN, OROMOCTO, NEW BRUNSWICK**

#### **TABLE OF CONTENTS**

##### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

##### **PART 2 - OFFEROR INSTRUCTIONS**

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

##### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

##### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

##### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

##### **PART 6 - INSURANCE REQUIREMENTS**

1. Insurance Requirements

##### **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

###### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups

8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws
12. Estimates
13. Insurance Requirements

## **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions

### List of Annexes:

- Annex A - Basis of Payment
- Annex B - Certifications
- Annex C - Complete list of each individual who is currently on the Bidder's Board of Directors
- Annex D - Specification

## **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, materials, tools and equipment required for removal and disposal of Hazardous Waste from CFB Gagetown, Oromocto, New Brunswick. Work will be performed as and when requested, from April 1, 2014 to March 31, 2016, in accordance with the Specification attached Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade, the World Trade Organizations Agreement on Government Procurement, the North American Free Trade Agreement and the Canada-Peru, Canada-Colombia and Canada-Panama Free Trade Agreement.

## **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.

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## **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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W0105-14E026

PWB-3-36094

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## **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 Servants - Competitive Requirements M3025T (2013-11-06)**

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## **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:

name of former public servant;

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 Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;

- 
- b. conditions of the lump sum payment incentive;
  - c. date of termination of employment;
  - d. amount of lump sum payment;
  - e. rate of pay on which lump sum payment is based;
  - f. period of lump sum payment including start date, end date and number of weeks;
  - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment 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.

2.2 All individuals who perform work under this agreement must have certified WHMIS and Confined Spaces training. Proof of such must be provided within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

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## **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 April 1, 2014 to March 31, 2016.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

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

Telephone: (506) 636-4541

Facsimile: (506) 636-4376

E-mail address: gisele.doucet@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 \$25,000.00 (Harmonized Sales Tax extra).



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## **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$270,000.00 (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 (2013-06-27), 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 from 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 (2013-06-27), 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**

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit (\$)	Total (\$)
1	Disposal of 205 litre drums of Acids or Bases	Drum	2		
2	Disposal of 20 litre pails of Acids or Bases	Pail	1		
3	Disposal of 205 litre drums of Organic, Non-Halogenated Waste	Drum	1		
4	Disposal of 20 litre pails of Organic, Non- Halogenated Waste	Pail	1		
5	Disposal of 205 litre drums of Organic, Halogenated Waste	Drum	1		
6	Disposal of 20 litre pails of Organic, Halogenated Waste	Pail	1		
7	Disposal of 205 litre drums of Chromic Acid	Drum	1		
8	Disposal of 20 litre pails of Chromic Acid	Pail	1		
9	Disposal of 205 litre drums of Hydrochloric Acid	Drum	1		
10	Disposal of 20 litre pails of Hydrochloric Acid	Pail	1		
11	Disposal of 20 litre pails of Sulfuric Acid	Pail	3		
12	Disposal of 205 litre drums of Pesticides, Herbicides and Insecticides	Drum	1		
13	Disposal of 20 litre pails of Pesticides, Herbicides and Insecticides	Pail	1		
14	Disposal of 205 litre drums of Waste Soot and Ash	Drum	4		
15	Disposal of 20 litre pails of Waste Soot and Ash	Pail	1		
16	Disposal of 205 litre drums of Paint Liquids	Drum	10		
17	Disposal of 205 litre drums of Sand Blast Grit	Drum	210		
18	Disposal of 205 litre drums of Electrical Ballasts and Capacitors containing PCBs	Drum	3		
19	Disposal of 20 litre pails of Electrical Ballasts and Capacitors containing PCBs	Pail	1		

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W0105-14E026

PWB-3-36094

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit (\$)	Total (\$)
20	Disposal of 205 litre drums of Zinc Dust	Drum	6		
21	Disposal of 205 litre drums: of Aerosols	Drum	6		
22	Disposal of Alkaline Batteries	Kilogram	15,000		
23	Disposal of Lithium and Lithium-ion Batteries	Kilogram	3,500		
24	Disposal of Paint Related Liquids and Solids	Tri-Wall	20		
25	Disposal of Permethrin Insect Repellent	Tri-Wall	10		
26	Disposal of assorted Fluorescent Tubes, Compact Fluorescent Lamps and Bulbs	Tri-Wall	10		
27	Disposal of Waste Oil containing PCB's	Litre	1,500		
28	Disposal of Electrical Transformers and Switches containing PCB's	Kilogram	2,000		
29	Disposal of Zinc Filters	Filter	48		
30	Disposal of Paint Filters	Tri-Wall	4		
31	Disposal of 205 litre drums of Purple K Dry Chemical	Drum	8		
32	Sample Analyses	Sample	5		

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W0105-14E026

PWB-3-36094

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit (\$)	Total (\$)
33	Disposal of 20 litre pails of Ethanol	Pail	5	_____	_____
34	Disposal of Nitrogen Fire Extinguishers	Tri-Wall	1	_____	_____
35	Disposal of Water with Bisulfates	Litre	40,000	_____	_____
36	Disposal of 20 litre pails of Refrigerant	Pail	1	_____	_____
37	Disposal of 205 litre drums of Flopam	Drum	4	_____	_____
38	Disposal of 20 litre pails of Medical Oxygen	Pail	1	_____	_____
39	Disposal of Calibration Gas Cylinders	Cylinder	18	_____	_____
40	Disposal of 205 litre drums of Lead Contaminated Soil	Drum	1	_____	_____
41	Disposal of 205 litre drums of PCB Contaminated Soil	Drum	5	_____	_____

<b>Total Estimated Amount used for Evaluation</b>	_____
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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.

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**ANNEX "B"****Certifications Precedent to Standing Offer Award****1. Workers' Compensation Certification - Letter of Good Standing**

Within seven (7) days of request from contracting authority 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. Within seven (7) days of request from contracting authority and prior to award, provide proof that the Offeror is an established and registered Hazardous Waste Management Company with a minimum five (5) years experience in shipment and disposal of hazardous waste.
3. Within seven (7) days of request from contracting authority and prior to award, the Offeror must provide three (3) references of work completed within the last fiscal year.
4. Within seven (7) days of request from contracting authority and prior to award, provide proof that the Offeror owns and operates a hazardous waste transfer facility in the Maritime provinces. This Hazardous waste transfer facility must be capable of receiving and storing all types of hazardous waste listed in the attached Specification - Annex "A" Hazardous Waste Types and Quantities. The Department of National Defence retains the right to inspect this facility at any time.
5. Within seven (7) days of request from contracting authority and prior to award, provide proof that the Offeror holds all permits, waivers, licenses and certificates of approval required by law and regulations for the collection, identification, packaging, labeling, transportation, storage, treatment, destruction and disposal of hazardous waste as described in the Specification.
6. Within seven (7) days of request from contracting authority and prior to award, provide proof that the Technicians holds all licenses required for the performance of the work as described in the Specification.
7. Within seven (7) days of request from contracting authority and prior to award, provide proof that the employees are trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level.
8. Within seven (7) days of request from contracting authority and prior to award, provide proof that the employees are involved in confined space entry and must be in possession of current qualification documentation.

## 9. Insurance

Within seven (7) days of request from contracting authority and prior to award, provide 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.

Solicitation No. - N° de l'invitation

W0105-14E026/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

W0105-14E026

File No. - N° du dossier

PWB-3-36094

CCC No./N° CCC - FMS No/ N° VME

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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***

Solicitation No. - N° de l'invitation

W0105-14E026/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-3-36094

Buyer ID - Id de l'acheteur

pwb004

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

W0105-14E026

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX D**

### **SPECIFICATION**



**DEPARTMENT OF NATIONAL DEFENCE  
5 ENGINEER SERVICES SQUADRON  
5 ENGINEER SERVICES UNIT  
CFB GAGETOWN**


**SPECIFICATION**

**STANDING OFFER AGREEMENT  
HAZARDOUS WASTE REMOVAL  
CFB GAGETOWN  
01 APRIL 2014 TO 31 MARCH 2016**

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

**PF No:**  
**Job No:** L-G2-9900/1621

**Date:** 2013-06-26

National Defence	Index	Section 00 01 11
Job No.L-G2-9900-1621		Page 1
CFB Gagetown, N.B.		2013-06-26

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
01 21 13	Instruction to Bidders	12
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Annexes</u>		
Annex A	Hazardous Waste Types and Quantities	3

PART 1 - GENERAL

- 1.1 Description of Work
- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required for removal and disposal of Hazardous Waste from CFB Gagetown, Oromocto, NB when requested on Form CF942, Call-Up Against a Standing Offer, and as specified herein.
  - .2 The work will include: collection, sampling, analysing, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous Waste at an approved Hazardous Waste disposal site.
- 1.2 Duration of Contract
- .1 This Standing Offer will extend from 01 April 2014 to 31 March 2016.
- 1.3 References
- .1 Canada Labour Code Part II.
  - .2 The New Brunswick Occupational Health and Safety Act, 1991.
  - .3 The Canadian Electrical Code, CSA C22.1-09.
  - .4 The Canadian Environmental Protection Act, 2008 (CEPA 2008).
  - .5 Transportation of Dangerous Goods Act, (TDGA) 1992.
- 1.4 Qualifications
- .1 The Contractor will be an established and registered Hazardous Waste Management Company with a minimum five (5) years experience in shipment and disposal Hazardous waste. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
  - .2 The Contractor must supply PWGSC with three (3) references of work completed within the last fiscal year before the award of this Standing Offer Agreement.
  - .3 The Contractor must own and operate a Hazardous waste transfer facility in the Maritimes Provinces. This Hazardous waste
-

1.4 Qualifications .3  
(Cont'd)

(Cont'd)

transfer facility must be capable of receiving and storing all types of Hazardous waste indicated in the attached Annex "A" Hazardous Waste Types and Quantities. The Engineer retains the right to inspect this facility at any time.

- .4 The Contractor must hold all of all permits, waivers, licenses and certificates of approval required by law and regulations for the collection, identification, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous waste as described in the specification. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .5 The Technicians shall hold all licenses required for the performance of the work as described in the specification. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .6 The Contractor shall provide the requisite number of personnel required to conduct the work as described in this specification and in compliance with all Health and Safety Regulations.
- .7 Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .8 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .9 All permits and licenses must remain current throughout the life of Standing Offer Agreement.

1.5 Engineer .1

The Engineer, as defined and stated in this specification, will be the Commanding Officer of 5 Engineer Services Unit or a designated representative. The address of the Engineer is:

- 1.5 Engineer .1 (Cont'd)  
Contracts Office  
5 Engineer Services Unit  
Building B18  
CFB/ASU Gagetown PO BOX 17000 Station Forces  
Oromocto, N.B. E2V 4J5  
  
Tel.(506) 422-2677  
Fax (506) 422-1248
- 1.6 Liability Insurance .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to PWGSC before the award of this Standing Offer Agreement.
- 1.7 Documents Required .1 Maintain at the job site one copy each of the following:  
.1 Specifications; and  
.2 Addenda.  
.3 Material Safety Data Sheets (MSDS) for cleaning agents.
- 1.8 Contractor's Use of Site .1 Work site access will be as directed by the Engineer.  
.2 Movement around the site is subject to restrictions laid down by the Engineer.  
.3 Do not unreasonably encumber the site with materials or equipment.  
.4 Contractor is to ensure adherence by personnel to DND regulations pertaining to traffic control, parking and speed limits. When vehicles are to be parked, they will be backed into a parking space or risk being towed, at the owners expense.
- 1.9 Power and Water .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.  
.2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in
-



1.9 Power and Water .2 (Cont'd)  
(Cont'd) accordance with Canadian Electrical Code, CSA C22.1-09.

.3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.

.4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.10 Codes and  
Standards

.1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II, the New Brunswick Occupational Health and Safety Act, the Canadian Environmental Protection Act and the Transportation of Dangerous Goods Act.

.2 Contractor must be registered with WorkSafeNB. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.

.3 In the event of a spill at the site during loading or in transit to the approved disposal site, the affected area will be cleaned by the Contractor to the satisfaction of the Engineer. The Contractor is to immediately notify the CFB Gagetown Fire Hall at 422-2106 if a spill occurs.

.4 Contractor shall comply with all legislative and regulatory provisions whether Federal, Provincial or Municipal applicable to the performance of the work. The Contractor will be responsible for any charges imposed by such regulations and by-laws.

.5 The Contractor will take all necessary precautions to protect and prevent damage to all structures, surrounding property and installations. Damage caused by the Contractor will be repaired without delay to the satisfaction of the Engineer.

.6 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will

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- 1.10 Codes and Standards (Cont'd)
- .6 (Cont'd)  
provide a copy of their Confined Space Certification to the Engineer, upon request.
  - .7 The Engineer reserves the right to suspend, and where applicable terminate the contract, in accordance with the General Requirements where it is determined that the Contractor is not able to provide current permits and licenses as noted in this Specification.
  - .8 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.
  - .9 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.
- 1.11 Overloading
- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.
- 1.12 Temporary Structures
- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
  - .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.
- 1.13 Clean Up
- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.
-

- 1.14 Equipment
- .1 All trucks must be equipped with a pumping system capable of pumping POL from drums and holding tanks.
  - .2 The Contractor must have the trucks and transportation services required to transport the volumes and types of Hazardous waste stipulated in this specification.
  - .3 All vehicles used for the transport of Hazardous waste stipulated in this specification must be registered, licensed and approved by the authority having jurisdiction for transport of Hazardous waste at any location forming part of the route to the Contractor's Hazardous waste transfer facility.
  - .4 Vehicles used on this Standing Offer Agreement will carry Public Liability and Property Damage Insurance (PL&PD) to a minimum value of Two Million Dollars (\$2,000,000). Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
  - .5 All circuit drums used in this contract will remain the property of DND. The Contractor will provide a drum for every drum removed from the sites during collection. If a drum must be replaced due to damage caused by DND, the Engineer will provide a new drum. If a drum is damaged by the Contractor, the Contractor will replace the drum with a UN approved, steel 18 gauge drum with removable drum rings, bolts or bungs.

- 1.15 Collection Points
- .1 The Hazardous Waste Collection Points at CFB Gagetown are Building B59 and K4.
  - .2 Prior to leaving the collection point, the Contractor must accurately quantify all volumes of wastes in units shown in Annex "A" Hazardous Waste Types and Quantities and submit the quantities to the Engineer.
  - .3 Collection points may be added or deleted during the term of this Standing Offer Agreement.
-

- 
- 1.16 Packaging .1 Hazardous waste will be stored at the collection point in various sized containers. The general rule to be followed by the Contractor when collecting and removing waste is:
- .1 Waste stored in containers 22.7 litres or larger will be removed as is. Unless the container is not suitable for transportation;
  - .2 waste stored in containers under 22.7 litres will be packaged in 205 litre drums. An estimate for packaging in a 205 litre drum is 16 X 5 kilogram containers or 80 X 1 litre containers; and
  - .3 containers of waste paint may be packaged in Tri-Wall containers, in accordance with the TDGA waiver. The Tri-Wall used is a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size.
- .2 The Contractor's bid price is to include the cost of supplying everything required by the TDGA for packaging, excluding 205 litre drums and Tri-Walls.
- .3 Waste is to be packaged to either TDGA or DND requirements, whichever is the more stringent.
- .4 More stringent packaging required by the Contractor will be at his own expense.
- 
- 1.17 Sampling .1 Results of any sampling analyses must be returned to the Engineer no later than ten (10) working days after the sample was collected.
- 
- 1.18 Disposal of PCBs .1 Polychlorinated Biphenyls (PCBs) disposed of under this contract will be done in accordance with the Canadian Environmental Protection Act.
- .2 Certificates of Destruction from an Environment Canada Approved PCB Disposal Facility must be sent to the Engineer for any PCBs or PCB-contaminated equipment destroyed.
-

1.19 Work  
Requisition

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
  - .1 The Contractor will provide service on a five (5) days per week basis between the hours of 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours.
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
  - .3 The Contractor, 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.
  - .4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.
  - .5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour costs in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.
  - .6 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 is started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/sign out sheet available for the Contractor.
  - .7 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, location or building number of work site, quantities removed from the site. This work report must indicate the work order number and the requisition number by 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

1.19 Work  
Requisition  
(Cont'd)

- .1 (Cont'd)
- .7 (Cont'd)  
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 Contract.
- .8 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports and copies of all manifests plus quantities of product removed from the site. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942.
- .9 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

1.20 Quantities and .1  
Basis of Payment

- The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit prices for the following as described in Annex "A" Hazardous Waste Types and Quantities and in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.
- .1 Disposal of 205 litre drums of Acids or Bases. **Estimated Quantity: 2 Drums.**
- .2 Disposal of 20 litre pails of Acids or Bases. **Estimated Quantity: 1 Pail.**
- .3 Disposal of 205 litre drums of Organic, Non-Halogenated Waste. **Estimated Quantity: 1 Drum.**
- .4 Disposal of 20 litre pails of Organic, Non-Halogenated Waste. **Estimated Quantity: 1 Pail.**
- .5 Disposal of 205 litre drums of Organic, Halogenated Waste. **Estimated Quantity: 1 Drum.**
- .6 Disposal of 20 litre pails of Organic, Halogenated Waste. **Estimated Quantity: 1 Pail.**
- .7 Disposal of 205 litre drums of Chromic Acid. **Estimated Quantity: 1 Drum.**
- .8 Disposal of 20 litre pails of Chromic Acid. **Estimated Quantity: 1 Pail.**

1.20 Quantities and .2  
Basis of Payment  
(Cont'd)

(Cont'd)

- .9 Disposal of 205 litre drums of Hydrochloric Acid. **Estimated Quantity: 1 Drum.**
- .10 Disposal of 20 litre pails of Hydrochloric Acid. **Estimated Quantity: 1 Pail.**
- .11 Disposal of 20 litre pails of Sulphuric Acid. **Estimated Quantity: 3 Pails.**
- .12 Disposal of 205 litre drums of Pesticides, Herbicides and Insecticides. **Estimated Quantity: 1 Drum.**
- .13 Disposal of 20 litre pails of Pesticides, Herbicides and Insecticides. **Estimated Quantity: 1 Pail.**
- .14 Disposal of 205 litre drums of Waste Soot and Ash. **Estimated Quantity: 4 Drums.**
- .15 Disposal of 20 litre pails of Waste Soot and Ash. **Estimated Quantity: 1 Pail.**
- .16 Disposal of 205 litre drums of Paint Liquids. **Estimated Quantity: 10 Drums.**
- .17 Disposal of 205 litre drums of Sand Blast Grit. **Estimated Quantity: 210 Drums.**
- .18 Disposal of 205 litre drums of Electrical Ballasts and Capacitors containing PCB's. **Estimated Quantity: 3 Drums.**
- .19 Disposal of 20 litre pails of Electrical Ballasts and Capacitors containing PCB's. **Estimated Quantity: 1 Pail.**
- .20 Disposal of 205 litre drums of Zinc Dust. **Estimated Quantity: 6 Drums.**
- .21 Disposal of 205 litre drums of Aerosols. **Estimated Quantity: 6 Drums.**
- .22 Disposal of Alkaline Batteries. **Estimated Quantity: 15,000 Kilograms.**
- .23 Disposal of Lithium and Lithium-ion Batteries. **Estimated Quantity: 3,500 Kilograms.**
- .24 Disposal of Paint Related Liquids and Solids. **Estimated Quantities: 20 Tri-Walls.**
- .25 Disposal of Permethrin Insect Repellent. **Estimated Quantity: 10 Tri-Walls.**
- .26 Disposal of assorted Fluorescent Tubes, Compact Fluorescent Lamps and Bulbs. **Estimated Quantity: 10 Tri-Walls.**
- .27 Disposal of Waste Oil containing PCB's. **Estimated Quantity: 1500 litres.**
- .28 Disposal of Electrical Transformers and Switches containing PCB's. **Estimated Quantities: 2,000 Kilograms.**
- .29 Disposal of Zinc Filters. **Estimated Quantity: 48 Filters.**
- .30 Disposal of Paint Filters. **Estimated Quantity: 4 Tri-Walls.**
- .31 Disposal of 205 litre drums of Purple K Dry Chemical. **Estimated Quantity: 8 Drums.**



1.20 Quantities and .2  
Basis of Payment  
(Cont'd)

- (Cont'd)
- .32 Sample Analyses. **Estimated Quantity: 5 Samples.**
- .33 Disposal of 20 litre pails of Ethanol. **Estimated Quantity: 5 Pails.**
- .34 Disposal of Nitrogen Fire Extinguishers. **Estimated Quantity: 1 Tri-wall.**
- .35 Disposal of Water with Bisulfates. **Estimated Quantity: 40,000 Litres.**
- .36 Disposal of 20 litre pails of Refrigerant. **Estimated Quantity: 1 Pail.**
- .37 Disposal of 205 litre Drums of Flopam. **Estimated Quantity: 4 Drums.**
- .38 Disposal of 20 litre pails of Medical Oxygen. **Estimated Quantity: 1 Pail.**
- .39 Disposal of Calibration Gas Cylinders. **Estimated Quantity: 18 Cylinders.**
- .40 Disposal of 205 litre drums of Lead Contaminated Soil. **Estimated Quantity: 1 Drum.**
- .41 Disposal of 205 litre drums of PCB Contaminated Soil. **Estimated Quantity: 5 Drums.**
- .3 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .4 The cost of transportation of the Hazardous waste will be calculated from the CFB Gagetown pick up area to the Contractors own transfer facility, not to the final place of destruction/disposal.
- .5 When waste is manifested under the Transportation of Dangerous Goods Act (TDGA), payment will not be made until the buff copy of the TDGA manifest with Part "C" completed is received by the Engineer.
- .6 Invoices and supporting documentation may be verified by Government audit before or after payment is made under the terms of this Standing Offer Agreement.

1.21 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,



- 1.21 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.
- 1.22 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.

## PART 1 - GENERAL

- 1.1 References .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .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 II, 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 II, 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

- 1.3 Responsibility .4 (Cont'd)  
(Cont'd)
- .5 As per the Canada Labour Code Part II, 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 be worn at all times.
- 1.4 Unforeseen Hazards .1  
Hazards
- .1 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 Non-Compliance .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  
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.

PART 1 - GENERAL

- 1.1 Reporting Fires .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
- .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 1.2 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm system will not be:
- .1 obstructed;
- .2 shut-off; and
- .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.
- 1.3 Fire Extinguishers .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.
- 1.4 Blockage of Roadways .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.
- 1.5 Smoking Precautions .1 Observe smoking regulations at all times.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
-

1.6 Rubbish and  
Waste Materials  
(Cont'd)

- .3 Removal:
  - .1 Remove all rubbish from work site at end of 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.

1.7 Flammable and  
Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.8 Hazardous  
Substances

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.

1.8    Hazardous  
Substances  
(Cont'd)

- .2    Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3    When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4    Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.9    Questions  
and/or  
Clarification

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

1.10   Fire  
Inspection

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

PART 1 - GENERAL

- 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

Job No: L-G2-9900/1621

Dated 2013-06-26

CFB Gagetown, NB

**HAZARDOUS WASTE TYPES AND QUANTITIES**

<b>NO.</b>	<b>GROUP</b>	<b>UNIT of MEASURE</b>	<b>ESTIMATED QUANTITIES</b>
1	Disposal of Waste bulked in 205 litre drums: Acids or Bases	Each	2 Drums
2	Disposal of Waste bulked in 20 litre pails: Acids or Bases	Each	1 Pail
3	Disposal of Waste bulked in 205 litre drums: Organic, Non-Halogenated	Each	1 Drum
4	Disposal of Waste bulked in 20 litre pails: Organic, Non-Halogenated	Each	1 Pail
5	Disposal of Waste bulked in 205 litre drums: Organic, Halogenated	Each	1 Drum
6	Disposal of Waste bulked in 20 litre pails: Organic, Halogenated	Each	1 Pail
7	Disposal of Waste bulked in 205 litre drums: Chromic Acid <5000 ppm	Each	1 Drum
8	Disposal of Waste bulked in 20 litre pails: Chromic Acid <5000 ppm	Each	1 Pail
9	Disposal of Waste bulked in 205 litre drums: Hydrochloric Acid	Each	1 Drum
10	Disposal of Waste bulked in 20 litre pails: Hydrochloric Acid	Each	1 Pail
11	Disposal of Waste bulked in 20 litre pails: Sulphuric Acid	Each	3 Pails
12	Disposal of Waste bulked in 205 litre drums: Pesticides, Herbicides and Insecticides	Each	1 Drum
13	Disposal of Waste bulked in 20 litre pails: Pesticides, Herbicides and Insecticides	Each	1 Pail
14	Disposal of Waste bulked in 205 litre drums: Waste Soot and Ash (Vanadium pentoxide)	Each	4 Drums
15	Disposal of Waste bulked in 20 litre pails: Waste Soot and Ash (Vanadium pentoxide)	Each	1 Pail
16	Disposal of Waste bulked in 205 litre drums: Paint Liquids (Used Paint and Solvents)	Each	10 Drums
17	Disposal of Waste bulked in 205 litre drums: Contaminated Sand Blast Grit generated from Paint Shops (No Lead Content)	Each	210 Drums
18	Disposal of Waste bulked in 205 litre drums: Electrical Ballasts and Capacitors containing PCB's	Each	3 Drums
19	Disposal of Waste bulked in 20 litre pails: Electrical Ballasts and Capacitors containing PCB's	Each	1 Pail
20	Disposal of Waste bulked in 205 litre drums (approximately 400kg): Zinc Dust	Each	6 Drums



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**HAZARDOUS WASTE TYPES AND QUANTITIES**

NO.	GROUP	UNIT of MEASURE	ESTIMATED QUANTITIES
21	Disposal of Waste bulked in 205 litre drums: Aerosols (Level III)	Each	6 Drums
22	Disposal of Waste bulked in 205 litre drums (approximate weight 300kg): Alkaline Batteries (UN3028)	Kilogram	15000 Kilograms
23	Disposal of Waste bulked in 205 litre drums (approximate weight 300kg): Discharged Lithium and Lithium-ion Batteries with terminals taped in a heat-sealed anti-static bag	Kilogram	3500 Kilograms
24	Disposal of Waste bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Related Liquids and Solids (Used Paint and Solvents)	Each	20 Tri-Walls
25	Disposal of Waste bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Permethrin Contaminated Waste (Material Safety Data Sheet Permethrin Arthropod Repellent Insect NSN 6840-01-278-1336)	Each	10 Tri-Walls
26	Disposal of Waste bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Assorted sizes of Fluorescent Tubes, Compact Fluorescent Lamps and Bulbs	Each	10 Tri-Walls
27	Disposal of Waste Oil containing PCB's stored in an Electrical Transformer (PCB analysis will be complete and provided to the Contractor): Transformer Oil with PCB's >2mg/kg	Litre	1500 litres
28	Disposal of PCB Contaminated Various Size and Weight Electrical Transformers and Switches including the oil >2 ppm PCB's (PCB analysis will be complete and provided to the Contractor)	Kilogram	2000 kilograms
29	Disposal of Zinc Filters approximately 600 millimeters by 900 millimeters in size	Each	48 Filters
30	Disposal of Waste bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Filters	Each	4 Tri-Walls
31	Disposal of Waste bulked in 205 litre drums: Purple K Dry Chemical (MATERIAL SAFETY DATA SHEET Purple K Dry Chemical Fire Extinguishing Agent)	Each	8 Drums
32	Sample Analyses (Two Types 1. Concentration of PCB's and 2. Unknown Sample to be Identified and Classified for Disposal) (Samples will be in containers and provided to the Contractor)	Each	5 Samples
33	Disposal of Waste bulked in 20 litre pail; Ethanol (UN 1170)	Each	5 Pails

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**HAZARDOUS WASTE TYPES AND QUANTITIES**

NO.	GROUP	UNIT of MEASURE	ESTIMATED QUANTITIES
34	Disposal of Waste bulked in a full triwall (a triple wall corrugated fibreboard etc): Nitrogen fire extinguishers (UN 1956)	Each	1
35	Disposal of Waste by Pumper Truck: Water with Bisulfates (UN2693)	Litres	40,000L
36	Disposal of Waste Bulked in 20L Pails: Refridgerant (UN1956)	Each	1 Pail
37	Disposal of Waste Bulked in 205L Drums: Flopam	Each	4 Drums
38	Disposal of Waste Bulked in 20L Pails: Medical Oxygen (UN1072)	Each	1 Pail
39	Disposal of Waste: Calibration Gas Cylinders (UN1956)	Each	18
40	Disposal of Waste Bulked in 205L Drums: Lead Contaminated Soil (UN3288)	Each	1 Drum
41	Disposal of Waste Bulked in 205L Drums: PCB Contaminated Soil (UN2315)	Each	5 Drums