

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

Title - Sujet Pest Control	
Solicitation No. - N° de l'invitation W0105-15E027/A	Date 2014-11-26
Client Reference No. - N° de référence du client W0105-15E027	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-014-4919
File No. - N° de dossier MCT-4-37083 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-22	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacDonald, Charline	Buyer Id - Id de l'acheteur mct014
Telephone No. - N° de téléphone (506)851-6067 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Contracts, 5 Engineer Svc. Unit BLDG B-18, PO Box STN Forces OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

Instructions: See Herein

Instructions: Voir aux présentes

Issuing Office - Bureau de distribution
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

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

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-4-37083

Buyer ID - Id de l'acheteur

mct014

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

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PART 1 - GENERAL INFORMATION

1.1 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 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:

- Annex A - Statement of Work (Specification)
- Annex B - Basis of Payment
- Annex C - Insurance Requirements

1.2 Summary

Requesting a Regional Individual Standing Offer for the provision of all labour, materials, tools and equipment required to provide pest control services on an "as and when requested" basis for the Department of National Defence (DND), 5th Canadian Division Support Base Gagetown in Oromocto, New Brunswick, at the location of the Base as well as other DND sites in the provinces of New Brunswick and Prince Edward Island, in accordance with the Specification included at Annex A, for a two year period scheduled from April 1, 2015 to March 31, 2017.

The work is to be completed using Integrated Pest Management philosophy. The Contractor shall use non-chemical methods of control where available and feasible.

Proof of the following mandatory qualifications is required and MUST be submitted with the bid:

- A) Membership in the National Pest Management Association;
- B) Registration with QualityPro Canada Program;
- C) Workplace Hazardous Materials Information System (WHMIS) Certification (minimum level);
- D) Confined Space Training Certification;
- E) Worksafe NB and Workers Compensation Board of PEI Registration; and
- F) Liability Insurance of two million dollars (\$2,000,000.00).

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to a preference for Canadian goods and/or services.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 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) (<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 (2014/09/25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 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.

Due to the nature of the Request for Standing Offers, transmission of offers by electronic mail to PWGSC will not be accepted.

2.3 Former Public Servant

Former Public Servant - Competitive Requirements

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:

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

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

Work Force 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all

offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (1) hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, dotangas or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The work is to be completed using Integrated Pest Management philosophy. The Contractor shall use non-chemical methods of control where available and feasible.

Proof of the following mandatory qualifications is required and MUST be submitted with the bid:

- A) Membership in the National Pest Management Association;
- B) Registration with QualityPro Canada Program;
- C) Workplace Hazardous Materials Information System (WHMIS) Certification (minimum level);
- D) Confined Space Training Certification;
- E) Worksafe NB and Workers Compensation Board of PEI Registration; and
- F) Liability Insurance of two million dollars (\$2,000,000.00).

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2013/04/25), Evaluation of Price

4.2 Basis of Selection

Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

5.1.3.1.1 SACC Manual clause [A3050T](#) (2010/01/11) Canadian Content Definition

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work (Specification) at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

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

7.3.1 General Conditions

2005 (2014/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2015 to March 31, 2017.

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mct014
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7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charline MacDonald
Title: A/Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-6067
Facsimile: (506) 851-6759
E-mail address: Charline.MacDonald@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 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.

7.5.3 Offeror's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
5th Canadian Division Support Base Gagetown
3 ASG Engineer Branch
Oromocto, NB

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$9,500.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$70,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 (2014/09/25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014/09/25), General Conditions - Services (Medium Complexity);
- e) the general conditions 2010A (2014/09/25), General Conditions - Goods (Medium Complexity);
- f) Annex A, Statement of Work (Specification);
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements; and
- i) the Offeror's offer dated _____.

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

7.12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

7.13 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.

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.

7.1 Statement of Work (Specification)

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2014/09/25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014/09/25), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

2010C (2014/09/25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2014/09/25), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Price

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

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W0105-15E027

Amd. No. - N° de la modif.
File No. - N° du dossier
W0105-15E027

Buyer ID - Id de l'acheteur
mct014
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7.5.3 Method of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008/05/12

7.5.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30

7.5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.6 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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
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.

7.7 Insurance Requirements

7.7 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-

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based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2014/06/26
B1505C	Shipment of Hazardous Materials	2006/06/16
B6800C	List of Non-consumable Equipment and Material	2007/11/30
B7500C	Excess Goods	2006/06/16
C0711C	Time Verification	2008/05/12

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ANNEX "A" – Statement of Work (Specification)

See Specification Job No. L-G2/9900/1667 attached.

ANNEX "B" - BASIS OF PAYMENT

Period from April 1, 2015 to March 31, 2016

Item	Description	Estimated Quantity	Unit of Issue	Unit Price
1	Rate per hour for personnel on site and working during and after regular working hours including Saturday, Sunday, and Statutory holidays.	500	Hour	\$ _____
2	Monthly rental rate for glueboard fly machine equivalent to "Dynamite 911". Estimate of 6 machines per month.	72	Machine/ month	\$ _____
3	Monthly rental rate for zapper fly machine equivalent to "Gilbert 220". Estimate of 1 machine per month.	12	Machine/ month	\$ _____
4	Materials at contractors wholesale cost plus _____% mark up.	500	\$	_____ %

Period from April 1, 2016 to March 31, 2017

Item	Description	Estimated Quantity	Unit of Issue	Unit Price
1	Rate per hour for personnel on site and working during and after regular working hours including Saturday, Sunday, and Statutory holidays.	500	Hour	\$ _____
2	Monthly rental rate for glueboard fly machine equivalent to "Dynamite 911". Estimate of 6 machines per month.	72	Machine/ month	\$ _____
3	Monthly rental rate for zapper fly machine equivalent to "Gilbert 220". Estimate of 1 machine per month.	12	Machine/ month	\$ _____
4	Materials at contractors wholesale cost plus _____% mark up.	500	\$	_____ %

Note: Quantities are estimates only and are to be used for evaluation purposes only.

ANNEX "C" - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (p) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



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

SPECIFICATION

STANDING OFFER AGREEMENT

**PEST CONTROL, REMOVAL
AND DISPOSAL OF LIVE AND DEAD ANIMALS
BASE, TRAINING AREA AND ARMOURY LOCATIONS
01 APRIL 2015 TO 31 MARCH 2017**


Designed by


Fire Inspector


Contract O


Engineering O

PF No:

Job No: L-G2/9900/1667

Date: 2014-09-10

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Annex "A"

National Defence
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Instructions to Bidders

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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 to provide pest control including removal and disposal of live or dead animals, insect control, removal of nests including washing, cleaning and application of deterrents and removal of obnoxious odour for the Base, Training Area and Armouries buildings and grounds when and as requested on Form CF - 942 Call-Up Against A Standing Offer, as directed by the Engineer and specified herein.
- .2 The period of this Standing Offer Agreement will be 1 April 2015 to 31 March 2017.
- .3 **The work is to be completed using Intergrated Pest Management philosophy. The Contractor will use non-chemical methods of control where available and feasible.**
- .4 When chemical methods of control are recommended, the Engineer will give direction with respect to the course of action to be taken for each individual Call-up Against a Standing Offer. If chemicals are used, Contractor to provide report indicating chemical used, active ingredient, PCP number, application rate and quantity used.
- .5 The type of pests and nests to be removed include squirrels, skunks, gophers, raccoons, hornets, bees, birds, bats, dogs, cats, mice, rats and other rodents, insects and animals native to the area. Also, cleanup of rodent droppings, nest materials and contaminated surfaces will be required.

1.2 Qualifications

- .1 **Pest Control Contractor to be a member of National Pest Management Association and to be registered with QualityPro Canada program.**
- .2 Employees to be involved in confined space entry must be in possession of current qualification documentation.
- .3 Employees to be trained and certified in the Workplace Hazardous materials Information system (WHMIS) to a minimum level.

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- 1.3 Legislative and Regulatory Provisions
- .1 Contractor shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work.
 - .2 Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the work. Contractor to provide Engineer with copies of permits, certificates and licenses.
 - .3 Perform work in accordance with Nuisance Wildlife Control Regulation - Fish and Wildlife Act, N.B. Reg. 97-141 and PEI Wildlife Conservation Act.
- 1.4 Engineer
- .1 The Engineer, as defined and stated in this specification will be the Commanding Officer, 5 Engineer Services Unit or a designated representative. The address of the Engineer is as follows:

Contracts Office
5 Engineer Services Unit
Building B18
5 CDSB Gagetown
PO Box 17000 Stn Forces
Oromocto N.B. E2V 4J5

Tel: (506) 422-2677 Fax: (506) 422-1248
- 1.5 Location of Sites
- .1 The location of the work will be at various sites and buildings within the Base, Training Area and Armouries throughout New Brunswick and Prince Edward Island.
- 1.6 Documents Required
- .1 Maintain at the job site, one copy each of the following:
 - .1 Specifications;
 - .2 Form CF - 942 Call-Up Against A Standing Offer;
 - .3 As required, New Brunswick AND PEI Pesticide Control Act licenses, permits and certificates, pesticide labels, MSDS and WHMIS Information; and
 - .4 Addenda.
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1.7 Contractor's Use of Site

- 1 Access to the site of the work to be as directed by the Engineer.
- .2 Do not unreasonably encumber the site with materials or equipment.
- .3 Move stored products or equipment which interfere with operations of Engineer or other Contractors.
- .4 Entry and exit to the Base, Training Area and Armouries are to be controlled by the Engineer. The Contractor is required to sign in prior to accessing the work site and sign out upon completion of work on a daily basis. Sign in/out sheet is available at the front desk of the Contracts Office located on the first floor of Building B18. When working outside of regular working hours of 0730 to 1600 hours Contractor is to sign in and out at Firehall Building G3. Contractor is to sign in and out at the Armouries or have arrival and departure times indicated and signed by authorized person on daily company service report.
- .5 All vehicles entering and exiting the Base are subject to search.
- .6 Movement around the site is subject to restrictions laid down by the Engineer.
- .7 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.
- .8 Travel on the training area roads is dangerous and is prohibited without prior authority.
- .9 Normal military training will not be interrupted for the implementation of the work under this contract. All personnel, including the Contractor will be denied access to the danger areas during period of training. The Contractor will, during their preliminary examination of the site, consult with the Engineer, as necessary, to ascertain the times and areas involved, and will plan the work accordingly. The Contractor will not be entitled to additional payment for any interruption in the work caused by this

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1.7 Contractor's Use.9
of Site
(Cont'd) (Cont'd)
training. The responsibility for obtaining information on proposed training will rest with the Contractor. Information on training schedules and range usage may be obtained from the Range Control Officer at (506) 422-2000 local 2387. For after hours work, the front desk at Range Control can be contacted at (506) 422-2000 local 3121.

1.8 Liability Insurance .1 Contractor shall provide proof of Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) to PWGSC prior to award of this Standing Offer Agreement.

1.9 Temporary Services .1 DND can provide, free of charge, temporary electric power and water for construction purposes.

.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 accordance with Canadian Electrical Code.

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

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

1.10 Work Requisition.1 The work to be performed on Form CF - 942, Call-Up Against a Standing Offer when ordered by the Engineer is as follows:

.1 The Contractor will generally provide service during regular working hours on an 8 hour per day, 5 days per week basis, (0730 hrs to 1600 hrs, Monday to Friday). Some work may be required after normal working hours, nights, Saturdays, Sundays and Statutory Holidays if necessary;

.2 The Contractor will advise the Engineer of the telephone number or location at which

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1.10 Work Requisition.1 (Cont'd)

(Cont'd)

.2 (Cont'd)
they or their representative may be contacted at all times;

.3 The Contractor, on receipt of an Acceptance of Tender will be advised by the Engineer in writing, the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the Contractor's risk with regard to payment;

.4 The Contractor will not refuse any call for service requested by the Engineer and will respond within 24 hours on normal service calls and 4 hours on emergency service calls;

.5 When service is required, the Engineer will notify the Contractor and detail the requirement. Service will be requisitioned on Form CF - 942, Call-Up Against a Standing Offer. The CF - 942 will detail the requirement and will be signed by the Engineer or an authorized person. One copy of this form will be faxed to the Contractor; and

.6 The Contractor will sign in and out daily at the Contracts Office, at Building B-18 during normal working hours. After normal working hours, weekends and holidays Contractor will sign in and out at Base Firehall Building G-3. Contractor to provide daily company service reports for each call-up indicating hours onsite and materials used. Upon completion of the work detailed on Form CF - 942, the Contractor will report to the Engineer indicating the work has been satisfactorily completed. The Contractor will submit an original invoice pertaining to work under this contract to the Engineer for payment. Copy of Requisition Form CF - 942 provided to Contractor to be attached to submitted invoices. The date, location, time onsite, materials used, work order number, call-up number and work performed to be indicated on invoices. Copies of invoices indicating Contractors wholesale cost of materials to be provided with invoices.

1.11 Quantities and .1 Basis of Payment

The work carried out under this Standing Offer will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.

.2 The Contractor will submit prices for the following in accordance with the

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

(Cont'd)
specification. Such prices will include tools, transportation, expenses, overhead and profit.
.1 Rate per hour for personnel on site and working during and after regular working hours including Saturday, Sunday and Statutory holidays. **Estimated quantity: 1000 hours.**
.2 All materials and will be invoiced at the Contractor's Wholesale cost plus percentage of markup supported by invoices. For tendering purposes, the Contractor will submit their percent of markup on material. **Estimated material cost of \$1000.00 before markup;**
.3 Monthly rental rate for glueboard fly machine equivalent to " Dynamite 911 ". **Estimated quantity 6 machines x 24 months = 144 months;**
.4 Monthly rental rate for zipper fly machine equivalent to " Gilbert 220 ". **Estimated quantity 1 machine x 24 months = 24 months;**
.5 The above quantities may increase or decrease and are to be used by the contractor as a guide. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities; and
.6 Time and quantities charged may be verified by Government audit before or after payment is made to the Contractor under the terms of this Standing Offer Agreement.

1.12 Acceptability .1
of Materials

Unspecified materials will not be used without prior approval from Engineer.
.2 Unspecified materials must be supported with sufficient product information to enable the Engineer to make an assessment.

1.13 Workmanship .1

Workmanship shall be of a uniformly high standard and in accordance with generally accepted trade practice.

1.14 Security .1
Clearances

The Contractor shall maintain an up to date roster of all employees involved in the standing offer agreement including managers, supervisors and technicians. This roster shall be made available to the Engineer upon demand.

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1.14 Security Clearances (Cont'd) .2 The contractor shall provide proof of the information contained within the roster to the Engineer upon demand. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements, as laid down by the Military Police Section.

1.15 Contractors Passes .1 All Contractor employees will carry an authorized Contractor Pass on their persons when employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.

.2 The Contractor will complete an application form for contractor passes for each employee. The Contractor will accompany the employee to the Military Police Identification Section for issuance of pass.

.3 A Photocopy 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.

1.16 Damage to Existing Facilities .1 The Contractor will take all necessary precautions to protect and prevent damage to all structures, all surrounding property and installations. Damage caused by the Contractor will be repaired without undue delay to the complete satisfaction of the Engineer.

1.17 Clean Up .1 The Contractor will complete the work without delay and leave the site in a clean and tidy condition to the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

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National Defence	Health and Safety	Section 01 35 30
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- 1.1 Safety Measures .1 Observe and enforce safety regulations required by Canada Labour Code Part 2; Occupational Health and Safety Regulation 91 - 191; WorkSafeNB; all applicable Federal, Provincial and Municipal Legislation and Engineer Branch Safety Policies.
- .2 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 The Contractor shall ensure that employees have sufficient personal protective equipment to guard them from all hazards to which they may be exposed.
- 1.2 WHMIS .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- 1.3 Registration .1 Contractor must be registered with WorkSafeNB and Workers Compensation Board of PEI.

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National Defence	DND Fire Safety Requirements	Section 01 35 35
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- 1.1 Fire Safety Plan.1 Contractors and their personnel will be familiar with this section as well as The National Fire Code of Canada, latest edition and applicable building fire orders which are posted in all Base buildings.
- 1.2 Fire Department Briefing .1 **The Engineer shall coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Fire Chief before any work is commenced.**
- 1.3 Reporting Fires .1 Know the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
- .1 Activate the nearest internal fire alarm pull station; and/or
- .2 Telephone:
- .1 Base - 911
- .2 Armouries - 911
- .3 Range Control - 422-2000 Ext. 2482
- .3 When reporting a fire by telephone, give the location of the fire, name or number of building and be prepared to verify the location.
- 1.4 Interior and Exterior Fire Protection and Alarm Systems .1 Fire protection and alarm systems shall not be:
- .1 Obstructed.
- .2 Shut-off.
- .3 Left inactive at the end of a working day or shift without notification and authorization from the Fire Chief or his representative.
- .2 Fire hydrants, standpipes and hose systems shall not be used for other than fire fighting purposes unless authorized by the Fire Chief.
- 1.5 Fire Extinguishers .1 The Contractor shall supply fire extinguishers, as scaled by the Fire Chief, necessary to protect, in an emergency, the work in progress and the contractors physical plant on site.
-

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DND Fire Safety Requirements Section 01 35 35
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- 1.6 Blockage of Roadways .1 The Fire Chief shall be advised of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Fire Chief, erecting of barricades and the digging of trenches.
- 1.7 Smoking Precautions .1 Smoking is not permitted in DND buildings.
- 1.8 Hazardous Substances .1 If the work entails the use of any toxic or hazardous materials, chemicals and/or explosives, or otherwise creates a hazard to life, safety or health, work shall be in accordance with the National Fire Code of Canada.
- .2 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation shall be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.
- .3 Where flammable liquids, such as laquers or urethanes are to be used, proper ventilation shall be ensured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.
- 1.9 Questions and/or Clarification .1 Any questions or clarification on Fire Safety in addition to the above requirements shall be directed and cleared by the Fire Chief.
- 1.10 Fire Inspection.1 The Fire Chief shall be allowed unrestricted access to work site.
- .2 The Contractor shall co-operate with the Fire Chief during routine inspections of the worksite.
- .3 The Contractor shall immediately remedy any unsafe fire situations identified by the Fire Chief.
-

Annex "A"

National Defence	Environmental Procedures	Section 01 35 43
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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).