



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Public Works Government Services Canada-  
Bid Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Brunswick  
E2L 2B9

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of  
Canada, in accordance with the terms and conditions set  
out herein, referred to herein or attached hereto, the goods,  
services, and construction listed herein and on any attached  
sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**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 405  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Standing Offer-Delta Orcaview	
<b>Solicitation No. - N° de l'invitation</b> W0105-15E054/A	<b>Date</b> 2015-10-28
<b>Client Reference No. - N° de référence du client</b> W0105-15E054	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-021-3725
<b>File No. - N° de dossier</b> PWB-5-38091 (021)	<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 2015-11-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reay, Darlene	<b>Buyer Id - Id de l'acheteur</b> pwb021
<b>Telephone No. - N° de téléphone</b> (902) 566-7518 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE 5 Engineer Svcs. Unit, BLDG. B-18 PO Box 17000 Station Forces OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
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Buyer ID - Id de l'acheteur  
pwb021  
CCC No./N° CCC - FMS No./N° VME

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## **IMPORTANT NOTICE TO OFFERORS**

### **Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex D.

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

### **DELTA ORCAVIEW ENERGY MANAGEMENT SYSTEM 5 CDSB GAGETOWN, N.B.**

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## **PART 1 - GENERAL INFORMATION**

### **1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors, Voluntary Certification to Support the Use of Apprentices 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 (RFSO).

The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Delta Orcaview Energy Management System, (c/w Orcaview Workstation software and hardware), on an as required basis. All work will be requested on form CF-942, Call-Up Against a Standing Offer, as directed by the Engineer.

The period of this Standing Offer Agreement is Date of Award to 31 March 2017.

All work is to be completed in accordance with the Specifications attached Annex "E".

This agreement is subject to the provisions of the Agreement on Internal Trade.

### **3 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2015-07-03) 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.

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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.

### **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.

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.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **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.

## **2. Additional Certifications Precedent to Issuance of Standing Offer**

The certifications listed 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.

## **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 "E".

#### **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 (2015-09-03) 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 the date of award to March 31, 2017.

## **4. Authorities**

### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Darlene Reay  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
3 Queen Street  
Charlottetown, PEI  
C1A 4A2

Telephone: (902) 566-7518  
Facsimile: (902) 566-7514  
E-mail address: [darlene.reay@pwgsc.gc.ca](mailto:darlene.reay@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 CF 942.

### 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 Harmonized Sales Tax extra).

### 8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$150,000.00 (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 wordings 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services

- d) Supplemental General Conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- e) Specifications;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) The Offeror's offer

## **10. Certifications**

### **10.1. Compliance**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11. Applicable Laws**

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

## **12. Estimates**

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

## **13. Insurance Requirements**

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

Supplemental General Conditions 2010C (2015-09-03), 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.

**6. Insurance**

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.

## 7. Voluntary Reports for Apprentices Employed during the Contract

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade specialty

(Add lines if needed)

**ANNEX "A"**  
**BASIS OF PAYMENT**  
**PRICING SCHEDULE**  
Date of Award to March 31, 2017

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price		Total Price	
				\$	¢	\$	¢
1	Technicians rate per hour for service calls during normal working hours Monday to Friday.	Hour	200	\$		\$	
2	Technicians rate per hour for emergency service calls during or after normal working hours, weekends and holidays	Hour	80	\$		\$	
3	All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. For tendering purposes, the Contractor will submit their percent of mark-up on material  _____ % <b>Allowance + Mark Up = Total</b>	Allowance	\$40,000.00		Mark Up In \$ _____	\$	
<b><u>Total Estimated Amount used for Evaluation</u></b>						\$	_____

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. Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the Provincial Workers' Compensation Board/Commission
2. Within seven (7) days and prior to award, Contractor must provide proof of technician's training certification from system manufacturer to PWGSC.
3. Within seven (7) days 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.

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- (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) 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*

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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.

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## **ANNEX C**

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

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

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## ANNEX "D"

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

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The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

Solicitation No. - N° de l'invitation  
W0105-15E054/A  
Client Ref. No. - N° de réf. du client  
W0105-15E054

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-5-38091

Buyer ID - Id de l'acheteur  
pwb021  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "E"**

### **SPECIFICATION**



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

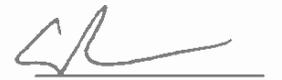
SPECIFICATION

STANDING OFFER AGREEMENT  
DELTA ORCAVIEW  
ENERGY MANAGEMENT SYSTEMS  
DATE OF AWARD TO 31 MARCH 2017

  
Designed by

  
Fire Inspector

  
Project O

  
Engineering O

PF No:

Job No: L-G2-9900/1709

Date: 2015-08-26

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	8
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	3
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1

PART 1 - GENERAL

- 1.1 Description of Work
- .1 The work under this Standing Offer comprises the furnishing of all labour, material, tools and equipment required to maintain the Delta Orcaview Energy Management System, (c/w Orcaview Workstation software and hardware), on an as required basis. All work will be requested on form CF-942, Call-Up Against a Standing Offer, as directed by the Engineer.
  - .2 The period of this Standing Offer Agreement is Date of Award to 31 March 2017.
- 1.2 Qualifications
- .1 The Contractor must be qualified and knowledgeable in the inspection and repair of Delta Orcaview Energy Management Systems and they must possess versions 2.92 to the latest version of the Delta Orcaview system software and have access to all other system hardware and software upgrades necessary to maintain the system.
  - .2 The work shall be performed by an authorized technician employed by or approved by system manufacturer.
  - .3 Contractor must provide proof of technician's training certification from system manufacturer to PWGSC prior to award of this Standing Offer Agreement.
- 1.3 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:  
  
Contracts Office  
5 Engineer service Unit  
Building B-18  
5 CDSB Gagetown  
PO Box 17000 Stn Forces  
Oromocto N.B. E2V 4J5  
Tel: (506) 422-2677  
Fax: (506) 422-1248

1.4 Documents  
Required

- .1 Maintain at the job site, one copy each of the following:
  - .1 specifications; and
  - .2 addenda.
- .2 The Contractor will provide to the Energy Management Control Shop (EMCS) personnel a copy, on CDROM, of any newly created databases and/or graphics necessary to complete the work. In addition to this documentation, a revised sequence of operation shall be provided on the CDROM if changes have been made during the completion of any work. All of the above information is to be saved to the primary Operator Workstation at the EMCS.
- .3 The Contractor shall provide and install, free of charge firmware build updates when performing other work at a site.
- .4 The Contractor when installing an additional panel to the network, must request an address number for the panel from the EMCS.

1.5 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 The Contractor will not unreasonably encumber the site with materials or equipment.
- .4 When vehicles are to be parked, they will be backed into a parking space or risk being towed, at the owners expense.

1.6 Power and Water  
Supply

- .1 DND can provide, free of charge, temporary electric power and water for the purpose 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 accordance with most current Canadian Electrical Codes.

1.6 Power and Water Supply  
(Cont'd)

- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to the work site.
- .4 Supply of temporary services is subject to DND requirements and may be discontinued by the Engineer at any time without notice, or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.7 Acceptability of Material

- .1 All material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 The Contractor will provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without the prior written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

- 
- 1.8 Guarantee .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.
- 1.9 Codes and Standards .1 The Contractor will, unless otherwise specified, perform work in accordance with:  
.1 the Canada Labour Code Part II;  
.2 the National Building Code of Canada (NBC) (latest edition);  
.3 the Canadian Electrical Code (latest edition); and  
.4 the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
- .2 Contractor will work to meet or exceed the requirements of specified standards, codes and referenced documents.
- .3 Contractor must be registered with WorkSafeNB and provide proof of such to PWGSC prior to award of contract.
- .4 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.
- 1.10 Overloading .1 The Contractor will ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.
- 1.11 Temporary Structures .1 The Contractor will furnish and maintain all equipment such as temporary stairs, 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.
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- 1.12 Cutting, Fitting and Patching
- .1 The Contractor will perform cutting, fitting and patching of materials when required to allow work to properly fit together.
  - .2 Where new work connects with existing and where existing work is altered, cut, patch and perform repairs to match the existing work.
- 1.13 Clean Up
- .1 On completion of all work, the Contractor will remove all surplus materials, plant, tools, equipment, and debris, and leave the work site in a clean and tidy condition to the complete satisfaction of the Engineer.
  - .2 The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.
- 1.14 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 provide service when requested by the Engineer, during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours, including Saturday, Sunday and Holidays.
    - .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.
-

1.14 Work  
Requisition  
(Cont'd)

- .1 (Cont'd)
- .5 When service is required, the Engineer will notify the Contractor and detail the job. When requested, a written estimate at no cost to DND, will be provided indicating labour, and material costs in accordance with the Standing Offer Agreement. Service will be requested on CF 942 form, Call-UP Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer's or his Representative. One copy of this form will be given to the Contractor.
- .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 started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/signout sheet available for the Contractor.
- .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, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for further work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
- .8 The Contractor is to return one copy of the signed requisition that requested the work with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each CF 942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF 942.
- .9 The Contractor will submit invoices for payment to the Engineer within 15 days of completion of each CF942, Call-Up Against a Standing Offer.

1.15 Basis of  
Payment

- .1 The work done 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 a certified technician for the following in accordance with the specification. Such prices will include transportation, supervision, expenses and profit:
- .3 Rates submitted will be for time on the job site. Travel time to and from the job site will not be charged, but will be inclusive of the rates submitted.
  - .1 Technicians rate per hour for service calls during normal working hours Monday to Friday. **(Estimated at 200 hours)**;
  - .2 Technicians rate per hour for emergency service calls during or after normal working hours, weekends and holidays **(Estimated at 80 hours)**.
- .4 All materials will be invoiced at the Contractor's current wholesale cost, plus a percentage for mark-up **(Estimated at \$40,000)**. The Contractor will submit a percentage of mark-up for tender purposes. Copies of Contractor's invoices for all materials used must accompany the invoice submitted to the Engineer for work performed.
- .5 Time charged and the contract price of materials (if used) may be verified by Government Audit before and after payment.
- .6 The above quantities may increase or decrease and are to be used 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.

1.16 Security  
Clearances

- .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.

1.16 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 Identification Section.

1.17 Contractor  
Passes

- .1 All Contractor employees will have in their possession an authorized Contractor Pass while working on DND property. Such passes will be produced when requested by the Military Police, Commissioners, Security Guards and persons in authority.
- .2 The Contractor will inform the Engineer of the names of each individual that will be involved with this SOA.
- .3 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.
- .4 Photocopies of passes are to be provided to the Engineer.
- .5 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.

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, S.N.B. 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 responsible for health and safety of all persons on site. Contractor is 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.
-

1.3 Responsibility .4  
(Cont'd)

5 CDSB Gagetown 5 Engineer Services Unit employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.

.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 worn at all times.

1.4 Unforeseen Hazards .1

Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, and follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Engineer verbally and in writing.

1.5 Correction of Non-Compliance .1

Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.

.2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.

.3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

- 1.6 Work Stoppage .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

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 activate nearest fire alarm box; or  
.2 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 The Contractor shall 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 The Contractor will 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.  
.2 Smoking in DND buildings is prohibited.
- 1.6 Rubbish and Waste Materials .1 Rubbish and waste materials are to be kept to minimum.

1.6 Rubbish and  
Waste Materials  
(Cont'd)

- .2 Burning of rubbish is prohibited.
- .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.
- .2 The Contractor shall 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.

1.10 Fire  
Inspection

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

PART 1 - GENERAL

- 1.1 General .1 The Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent environmental 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 The Contractor will not bury rubbish and waste materials on site unless approved by Engineer.
- .2 The Contractor will 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).
- .2 In the event of an inadvertent AFFF release from the system, the Contractor will stop work, and immediately report to the Contract Manager the area in which the system released and the amount released. If the Contractor is not able to reach the Contract Manager, the Contractor will immediately contact the Fire Hall (Tel 506-422-2000 Ext 2106).
- .3 The AFFF shall not be discharged into the environment during inspection procedures or during maintenance. In the event of a spill the Contractor will immediately take corrective action to clean up the material. If any AFFF foam is accidentally released to the environment, the Contractor will report it to the Contract Manager and to the Environment Department (Tel 506-422-2000 Ext 2878) immediately.