

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works & Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**1713 Bedford Row
Halifax, N.S./Halifax,(N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax
Nova Scot

| | |
|--|--|
| Title - Sujet Snow Clearing -Makinson Rifle Range | |
| Solicitation No. - N° de l'invitation W6837-155553/A | Date 2016-01-25 |
| Client Reference No. - N° de référence du client W6837-15-5553 | GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-122-5352 |
| File No. - N° de dossier PWA-5-74119 (122) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-08 | |
| Time Zone Fuseau horaire Atlantic Standard Time AST | |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Chinye (PWA), Chukwudi | Buyer Id - Id de l'acheteur pwa122 |
| Telephone No. - N° de téléphone (902)496-5476 () | FAX No. - N° de FAX (902)496-5016 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE REAL PROPERTY OPERATIONS UNIT (A) CANADIAN FORCES STATION P.O. BOX 2028 ST. JOHN'S NEWFOUNDLAND A1C6B5 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION..... | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 SECURITY REQUIREMENTS | 3 |
| 1.4 DEBRIEFINGS | 4 |
| PART 2 - OFFEROR INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 4 |
| 2.2 SUBMISSION OF OFFERS | 4 |
| 2.3. FORMER PUBLIC SERVANT..... | 4 |
| 2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS | 6 |
| 2.5. APPLICABLE LAWS..... | 6 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS..... | 6 |
| 3.1. OFFER PREPARATION INSTRUCTIONS..... | 6 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 7 |
| 4.1 EVALUATION PROCEDURES..... | 7 |
| 4.2 BASIS OF SELECTION..... | 8 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 8 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER | 8 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION | 8 |
| PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS | 9 |
| 6.1 SECURITY REQUIREMENTS | 9 |
| 6.2 INSURANCE REQUIREMENTS | 9 |
| PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES | 10 |
| A. STANDING OFFER | 10 |
| 7.1 OFFER..... | 10 |
| 7.2 SECURITY REQUIREMENTS | 10 |
| 7.3 STANDARD CLAUSES AND CONDITIONS..... | 10 |
| 7.4 TERM OF STANDING OFFER | 11 |
| 7.5. AUTHORITIES | 11 |
| 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 12 |
| 7.7 IDENTIFIED USERS..... | 12 |
| 7.8 CALL-UP PROCEDURES..... | 12 |
| 7.9 CALL-UP INSTRUMENT | 12 |
| 7.10 LIMITATION OF CALL-UPS | 12 |
| 7.11 FINANCIAL LIMITATION..... | 13 |
| 7.12 PRIORITY OF DOCUMENTS | 13 |
| 7.13 CERTIFICATIONS | 13 |
| 7.14 APPLICABLE LAWS..... | 13 |
| B. RESULTING CONTRACT CLAUSES | 13 |
| 7.1 STATEMENT OF WORK..... | 14 |

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

| | | |
|------------------------|---|-----------|
| 7.2 | STANDARD CLAUSES AND CONDITIONS..... | 14 |
| 7.3 | TERM OF CONTRACT | 14 |
| 7.4 | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 14 |
| 7.5 | PAYMENT | 14 |
| 7.6 | INVOICING INSTRUCTIONS | 15 |
| 7.8 | SACC MANUAL CLAUSES | 15 |
| ANNEX "A" | | 16 |
| | STATEMENT OF WORK | 16 |
| ANNEX "B" | | 17 |
| | BASIS OF PAYMENT | 17 |
| ANNEX "C" | | 20 |
| | SECURITY REQUIREMENTS CHECK LIST | 20 |
| ANNEX "D" | | 21 |
| | INSURANCE REQUIREMENTS | 21 |
| ANNEX "E" | | 23 |
| | DOLLAR USAGE REPORT FORM | 23 |
| ANNEX "F" | | 24 |
| | LIST OF DIRECTOR'S | 24 |

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 | 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 Statement of Work, the Basis of Payment and any other annexes

1.2 Summary

Department of National Defence has a requirement for the supply of all labour, materials, tools, equipment and transportation required to perform minor repairs, maintenance and snow clearing from Makinson's rifle range and Emerald Vale training area access roads in CFS St John's Newfoundland and Labrador, on as when requested basis in accordance with Annex A- Statement of Work -Job No.W6837-15-5553.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 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](#) (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.

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

Delete: 60 days

Insert: 90 days

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.

2.3. Former Public Servant

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 (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Newfoundland and Labrador.

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 (one hard copy)
Section II: Financial Offer (one hard copy)
Section III: Certifications (one 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, duotangs 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation,

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.

4.1.1 Financial Evaluation

4.1.1.1 SACC Manual Clause M0220T (2013-04-25), Evaluation of Price.

4.2 Basis of Selection

4.2.1 SACC Manual Clause (M0069T) (2007-05-25), (Basis of Selection)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 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 D .

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 perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE: W6837-15-5553

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

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](#) (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a "*quarterly basis*" to the Standing Offer Authority.

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than (14) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive (**One year from Issuance of standing offer. The start and end dates will be determined at Issuance of the standing offer**)

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Chukwudi Chinye
Title: Real Property Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3C9
Telephone: 902-496-5476
Facsimile: 902-496-5016

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.

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

7.5.2 Project Authority

The Project Authority for the Standing Offer is: (To be determined at Issuance of Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____
Telephone Number: _____
Cellular Number: _____
Facsimile Number: _____

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: The department of National Defence, Maritime Forces Atlantic or a delegated authority.

7.8 Call-up Procedures

The Identified User will provide the offeror with statement of work required and the Offeror must provide the identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the standing offer. The offeror must not undertake any of the specified work unless and until a call-up is issued by the identified User. The estimated cost stated in the call-up must not be exceed without the specific written authorization of the Identified User.

7.9 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.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$50,000.00 (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 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.

7.12 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions ; (2010C, 2015-09-03-Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Dollar Usage Report Form;
- j) Annex F, List of Directors
- k) the Offeror's offer dated _____ (*insert date of offer*),

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7.14 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 Newfoundland and Labrador.

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

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

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section (13) Interest on Overdue Accounts, of (2010C, - 2015-09-03-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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B". Customs duties *are* "included" and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Price

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

7.5.3 Single Payment

H1000C-Single Payment-2008-05-12

7.5.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department-A9117C-2007-11-30

7.5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

7.6 Invoicing Instructions

(a) The original and two (2) copies must be forwarded to the following address for certification and Payment no later than seven days after the end of the service.

Real Property Ops Unit (A)
Canadian Forces Station St. John's
P.O Box 2028,
St. John's NL
A1C 6B5

Each invoice must be supported by:

- a. Contract number
- b Work Order/Serial Number;
- c Requisition/Order Offer number
- d Building number and location
- e Dates during which work was accomplished.
- f A detailed description of work performed, with itemized list of materials and labour (a copy of the contractors invoice from their material supplier will also be included plus any other costs being charged), labour, overhead, profit and applicable taxes will be included separately on the invoice.
- f Labour costs are to be broken down by trade and sub trade. Labour time sheets will also be provided upon request

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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-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

Time Verification- C0711C-2008-05-12

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

ANNEX "A"

STATEMENT OF WORK

Attached

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

ANNEX "B"

BASIS OF PAYMENT YEAR 1:

| Column A | Column B Work Description | Column C Unit of Measurement | Column D Estimated Quantity | Column E Price per Unit | Column F Extended Price (Column D*Column E) |
|---|---------------------------------|------------------------------------|-----------------------------------|----------------------------|---|
| Backhoe service including operator and equipment | | | | | |
| 1 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Front end loader service including operator and equipment | | | | | |
| 2 | Monday to Friday | Per hour | 50 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Grade/scaify access road including operator and equipment | | | | | |
| 3 | Monday to Friday | Per hour | 80 | \$ | \$ |
| | Weekends & Holidays | Per hour | 10 | \$ | \$ |
| Salt/sand access road including operator and equipment | | | | | |
| 4 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 20 | \$ | \$ |
| Clear and remove snow from access road including operator and equipment | | | | | |
| 5 | Monday to Friday | Per hour | 90 | \$ | \$ |
| | Weekends & Holidays | Per hour | 25 | \$ | \$ |
| Materials and replacement parts will be at the contractor's net cost plus a markup of 10% with supporting documentation's such as invoice and receipts. | | | | | \$5,500.00 |
| Total Amount Year 1 | | | | | \$ |

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

Option YEAR 1:

| Column A | Column B Work Description | Column C Unit of Measurement | Column D Estimated Quantity | Column E Price per Unit | Column F Extended Price (Column D*Column E) |
|---|---------------------------------|------------------------------------|-----------------------------------|----------------------------|---|
| Backhoe service including operator and equipment | | | | | |
| 1 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Front end loader service including operator and equipment | | | | | |
| 2 | Monday to Friday | Per hour | 50 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Grade/scarify access road including operator and equipment | | | | | |
| 3 | Monday to Friday | Per hour | 80 | \$ | \$ |
| | Weekends & Holidays | Per hour | 10 | \$ | \$ |
| Salt/sand access road including operator and equipment | | | | | |
| 4 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 20 | \$ | \$ |
| Clear and remove snow from access road including operator and equipment | | | | | |
| 5 | Monday to Friday | Per hour | 90 | \$ | \$ |
| | Weekends & Holidays | Per hour | 25 | \$ | \$ |
| Materials and replacement parts will be at the contractor's net cost plus a markup of 10% with supporting documentation's such as invoice and receipts. | | | | | \$5,500.00 |
| Total Amount Option Year 1 | | | | | \$ |

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

Option **YEAR 2:**

| Column A | Column B Work Description | Column C Unit of Measurement | Column D Estimated Quantity | Column E Price per Unit | Column F Extended Price (Column D*Column E) |
|---|---------------------------------|------------------------------------|-----------------------------------|----------------------------|---|
| Backhoe service including operator and equipment | | | | | |
| 1 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Front end loader service including operator and equipment | | | | | |
| 2 | Monday to Friday | Per hour | 50 | \$ | \$ |
| | Weekends & Holidays | Per hour | 8 | \$ | \$ |
| Grade/scarify access road including operator and equipment | | | | | |
| 3 | Monday to Friday | Per hour | 80 | \$ | \$ |
| | Weekends & Holidays | Per hour | 10 | \$ | \$ |
| Salt/sand access road including operator and equipment | | | | | |
| 4 | Monday to Friday | Per hour | 60 | \$ | \$ |
| | Weekends & Holidays | Per hour | 20 | \$ | \$ |
| Clear and remove snow from access road including operator and equipment | | | | | |
| 5 | Monday to Friday | Per hour | 90 | \$ | \$ |
| | Weekends & Holidays | Per hour | 25 | \$ | \$ |
| Materials and replacement parts will be at the contractor's net cost plus a markup of 10% with supporting documentation's such as invoice and receipts. | | | | | \$5,500.00 |
| Total Amount Option Year 2 | | | | | \$ |

Grand Total Amount= Total amount Year 1 +Total amount Option year 1 + Total Amount Option Year 2=\$_____

Grand Total Amount: The Grand total amount will be considered during evaluation of all bids tendered.

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST **Attached**

ANNEX "D"

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.

- I. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- m. 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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

ANNEX “E”

DOLLAR USAGE REPORT FORM

N° de l'invitation - Solicitation No.
W6837-15-5553/A
N° de réf. du client - Client Ref. No.
W6837-155553

N° de la modif - Amd. No.
File No. - N° du dossier
PWA-5-74119

Id de l'acheteur - Buyer ID
pwa 122
N° CCC / CCC No./ N° VME - FMS

ANNEX "F"

LIST OF DIRECTOR'S

COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE OFFEROR

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors in accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

| NAME | NAME | NAME | NAME |
|------|------|------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional names on a separate sheet if required.

Department of National Defence



Specification

Standing Offer Agreement

**Road Maintenance / Snow Clearing for
Makinsons Rifle Range and Emerald Vale Training Area
Access Roads**

CFS St. John's, NL

| <u>Section</u> | <u>Title</u> | <u>Pages</u> |
|---|---------------------------------------|--------------|
| <u>Division 01 - General Requirements</u> | | |
| 01 11 00 | General Instructions | 4 |
| 01 35 30 | Health and Safety Requirements | 7 |
| 01 35 35 | DND Fire Safety Requirements | 5 |
| 01 35 43 | Environmental Procedures | 0 |
| <u>Division 31 - Earthwork</u> | | |
| 31 00 00 | Road Maintenance / Snow Clearing | 3 |
| 31 23 33.01 | Excavating, Trenching and Backfilling | 0 |

PART 1 - GENERAL

| | | |
|-----------------------------------|----|--|
| <u>1.1 RELATED REQUIREMENTS</u> | .1 | Section 31 00 00 Road Maintenance / Snow Clearing. |
| | .2 | Section 31 23 33.01 Excavating, Trenching and Backfilling. |
| <u>1.2 DESCRIPTION OF WORK</u> | .1 | Work under this Standing Offer Ageement (SOA) comprises the furnishing of all labour, material, tools, and equipment required to perform minor repairs, maintenance and snow clearing for the Makinsons rifle range and Emerald Vale training area access roads, on an as requested by Engineer basis. |
| <u>1.3 ENGINEER</u> | .1 | All reference to the Engineer in this specification, refers to the Contract Inspector who is representing the Real Property Operations Unit (Atlantic) (RP Ops U (A)). |
| | .2 | The Engineer will provide the Contractor with a list of his / her authorized representatives at the pre-job meeting. |
| <u>1.4 WORK INCLUDED</u> | .1 | Work under this Standing Offer Agreement comprises but not limited to the following: |
| | .1 | snow and ice removal of roadways of the rifle range and the Emerald Vale training area; |
| | .2 | supply and spread of salt / sand as required to ensure site access and the safety of individuals using the facility; |
| | .3 | road scarifying, grading and maintenance of road embankments and ditches as required; and |
| | .4 | provide miscellaneous materials, equipment and operators as required. |
| <u>1.5 LOCATIONS OF JOB SITES</u> | .1 | Work sites included in this Standing Offer Agreement include the following areas of CFS St. John's, NL: |
| | .1 | Makinsons' rifle range and Emerald Vale training area - Makinsons, NL. |

-
- 1.6 PERFORMANCE .1 All work performed must be for and to the satisfaction of the Engineer.
- 1.7 SITE ACCESS .1 Access to the site is under the direction of the Department of National Defence. All visitors entering areas issuing a daily pass will be aware of the requirement for search as a condition of issue.
- .2 While within the confines of CFS St. John's all employees and representatives of the Contractor must comply with all of the Standing Orders as promulgated by CFS St. John's authorities.
- 1.8 PRE-JOB MEETING .1 Immediately upon receipt of award of the Standing Offer Agreement, the successful Contractor will contact the Engineer to arrange a pre-job meeting prior to commencement of any work.
- 1.9 CODES AND STANDARDS .1 Perform work in accordance with latest edition of federal, provincial, and municipal regulations and by-Laws. The Contractor will be responsible for any charges imposed by such regulations and by-Laws.
- .1 Canada Labour Code Part II;
- .2 National Building Code of Canada (NBC);
- .3 Canadian Environmental Protection Act (1999);
- .4 Transportation of Dangerous Goods Act / Regulations;
- .5 Occupational Health and Safety Act;
- .6 National Fire Code of Canada (NFCC);
- .7 Environment Act of the Province of Newfoundland and Labrador;
- .8 Waste Material Disposal Act of the Province of Newfoundland and Labrador; and
- .9 any other federal, provincial, or municipal regulations and by-laws provided that in any case of conflict or discrepancy, the more stringent requirements will apply.
- .2 Meet or exceed requirements of Standing Offer documents, specified standards, codes and referenced documents.
-

1.10 CONTRACTOR'S
USE OF SITE

- .1 Contractor will be briefed on use of site by Engineer.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Move stored products or equipment which interferes with operations of Engineer or other Contractors.
- .4 Site may be used by DND for military operations. Coordinate use of site with Engineer.

1.11 WORKMANSHIP

- .1 Workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed.
- .2 Do not employ any unfit person or anyone unskilled in their required duties. The Engineer reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- .3 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Engineer whose decision is final.
- .4 The Contractor must employ a competent and experienced supervisor with the authority to speak on his / her behalf on day-to-day routine matters.

1.12 PROTECTION OF
PROPERTY

- .1 Equipment must be operated in such a manner so as to avoid any damage to roads and DND property.
- .2 Any damage to DND property must be reported to the Engineer within 24 hours and must be repaired by the Contractor to DND standards at no expense to the Crown.
- .3 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Engineer to facilitate execution of work if necessary.

1.13 EXISTING
SERVICES

- .1 Where work involves breaking into or connecting to existing services, carry out work at times as directed by governing authorities with minimum disturbance.
- .2 Establish location and extent of service lines in area of work before starting work. Notify Engineer of findings.

- 1.14 CLEAN-UP
- .1 Disposal of debris related to snow removal, will be the Contractor's responsibility and must be off DND property.
 - .2 On completion of the Work under the Standing Offer Agreement, all surplus material including materials declared surplus by DND, plant, tools, equipment and debris must be removed from the job site.
 - .3 The job site must be left clean, neat and in a safe condition at the end of each work day to the complete satisfaction of the Engineer.

- 1.15 INSPECTION
- .1 All work and materials covered by this specification will be subject to inspection at any times and all times by the Engineer or his / her elected representative.

- 1.16 SUPPLEMENTAL REGULATIONS
- .1 The Contractor will ensure that all Contractor and sub-contractor's personnel understand and comply with the regulations at all times when within the confines of CFS St. John's, NL.

PART 2 - PRODUCTS

- 2.1 NOT USED
- .1 Not used.

PART 3 - EXECUTION

- 3.1 NOT USED
- .1 Not used.

PART 1 - GENERAL

1.1 WORK SAFETY
MEASURES

- .1 Observe and enforce construction safety measures by complying with the requirements of the following statutes and authorities:
 - .1 Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
 - .2 The Newfoundland Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - .3 Most recent amendments to the National Building Code of Canada, Part 8 and National Fire Code of Canada.
- .2 Refer to Section 01 35 35, DND Fire Safety Requirements.
- .3 Engineer will provide a copy of any relevant special written instructions to be followed.
- .4 Before Work Begins:
 - .1 Bidder / Tender to provide documentation if requested by the Crown, indicating all safety training attained for each person who will be involved with the Standing Offer Agreement.
- .5 The following disciplinary measures will be taken for any violations of safety under this Standing Offer Agreement / Contract:
 - .1 First Violation:
 - .1 Verbal warning issued to the Contractor for the first violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor, Defence Construction Canada (DCC) or PWGSC.).
 - .2 Second Violation:
 - .1 Written warning to Contractor for second infraction of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor, DCC or PWGSC.).
 - .3 Third Violation:

1.1 WORK SAFETY
MEASURES
(Cont'd)

- .5 (Cont'd)
 - .3 (Cont'd)
 - .1 A third violation of a safety regulation may result in the termination of the Standing Offer Agreement with a recommendation to the Contracting authority that the Contractor be denied access to Real Property Operations Unit (Atlantic) contracts (Documented to Standing Offer file, copies to Contractor, DCC or PWGSC.).
 - .4 Serious Violation:
 - .1 For a serious violation of a safety regulation as deemed by a regulator, project manager or safety officer a recommendation will be made to the Contracting Authority to immediately terminate the Contract / Standing Offer (Violation documented on Contract file, copies to Contractor, DCC or PWGSC.).
 - .5 Charges Laid or Guilty Determination by Courts:
 - .1 Infractions of safety regulations that result in charges being laid by a regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to Real Property Operations Unit (Atlantic).

1.2 HAZARD
ASSESSMENTS

- .1 Contractor must implement and carry out a health and safety hazard assessment program as part of the Work. Program to include:
 - .1 Initial Hazard Assessment:
 - .1 Carried out upon notification of Standing Offer Agreement award and / or prior to commencement of Work.
 - .2 On-going Hazard Assessments:
 - .1 Performed during the progress of Work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazards assessments must be carried out when:
 - .1 new sub-trade work, new sub-contractor(s) or new workers arrive at the site to commence another portion of the Work;

1.2 HAZARD
ASSESSMENTS
(Cont'd)

- .1 (Cont'd)
- .2 (Cont'd)
 - .2 the scope of Work has been changed;
 - .3 Work conducted in confined spaces; and / or
 - .4 Potential hazard or weakness in current health and safety practices are identified by the Engineer.
- .3 Hazard assessments will be project and site specific, based on review of Standing Offer Agreement.
- .4 Each hazard assessment to be made in writing. Keep copies of all assessments on site for duration of Work. Upon request, make available to Engineer.
- .2 The Contractor must notify the Engineer of suspected hazardous material during work and not apparent from drawings, specifications, or report pertaining to work (e.g. lead, asbestos etc.). Do not disturb such material pending instructions from the Engineer. The Engineer will make the necessary arrangements for testing the material as required.

1.3 ASBESTOS
PRODUCT & ASBESTOS
ACTIVITY

- .1 Within the confines of the Base, the provision of new products containing fibrous asbestos materials is prohibited.
- .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Engineer immediately. Do not proceed until written instructions have been received from Engineer.

1.4 HAZARDOUS
MATERIAL SPILL

- .1 The Contractor or sub-contractors must report to the Station Environmental Officer and the Engineer for any incident or spill involving hazardous materials (HAZMAT).
- .2 In the event of a hazardous material spill, the following procedures for initial actions must be followed:
 - .1 ensure safety of all personnel;
 - .2 assess spill hazards and risks;
 - .3 ventilate area if release is indoors and remove all sources of ignition;

1.4 HAZARDOUS
MATERIAL SPILL
(Cont'd)

- .2 (Cont'd)
 - .4 stop the spill if safely possible (e.g. shut off pump, replace cap, tip drum upward, patch leaking hole etc.).
 - .5 no matter the volume is, contact the DND fire hall and provide the following information:
 - .1 time of the spill;
 - .2 location;
 - .3 special considerations:
 - .1 personal safety;
 - .2 environmental.
 - .4 type and amount of spill;
 - .5 person reporting the spill:
 - .1 name;
 - .2 company; and
 - .3 telephone number.
 - .6 contain the spill;
 - .7 isolate the area as required;
 - .8 contact the Engineer; and
 - .9 clean up minor spills using appropriate protective equipment and supplies.

1.5 FASTENING
DEVICES EXPLOSIVE
ACTUATED

- .1 Explosive actuated devices must not be used.

1.6 HOT WORK

- .1 All hot work activity is to take place with Engineer's approval and written permission from the Station Fire Chief (hot work permit). Hot work permits and fire-watch requirements will be provided by the Station Fire Chief.
- .2 The ventilation system in the area of any hot work activity is to be isolated to prevent migration of fumes / smoke and to reduce any possible spread of fire to other areas of the facility.

1.6 HOT WORK
(Cont'd)

- .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any hot work for a minimum of 30 minutes after activity has ceased.

1.7 CONFINED SPACES

- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI and may be carried out according to CSA Z1006 Management of Work in Confined Spaces.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and / or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
 - .1 The Contractor and / or his employees must provide proof of training and qualifications when requested by the Engineer.
- .4 The Contractor to provide the Engineer with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .5 The Contractor should use CSA Z1006 for guidelines of management process relating to confined spaces works.
- .6 The Contractor to have a hazard assessment of the confined space performed.
 - .1 The Contractor to provide the Engineer with a copy of the hazard assessment.

1.8 FALL PROTECTION

- .1 All work carried out above the mandatory height restrictions, from unguarded structure and / or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

1.9 ARC FLASH

- .1 The Contractor is to ensure all electrical equipment such as switchboards, panel boards, motor control centres and meter socket enclosures be marked to warn persons of potential electric shock and arc flash hazards. This labeling is required for all new & modified installations.
- .2 The warning label must also include information regarding "arc flash hazard category (0 to 4)" and the "Flash Protection Boundary" as defined in NFPA 70E. All projects specifications must include short circuit study and flash hazard analysis.
- .3 In accordance with the CSA Standards Z462 Workplace Electrical Safety, electrical Contractors are required to perform a shock and flash hazard analysis to select the appropriate PPE to wear. Electrical Contractors are required arc-rated personal protective equipment while troubleshooting and diagnostic testing that cannot be performed unless the electrical conductor or circuit part is energized. All Contractor work practices must protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.

1.10 SAFETY

- .1 The Contractor must perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. Copies must be made available to Department of National Defence upon request.
- .2 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work will be retained and made available to the Engineer immediately upon request.
- .3 It is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and Standing Offer requirements. These must be identified and addressed in the safety plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which will become mandatory.
- .4 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted safety plan, safety rules, procedures, safe work practices and applicable safety acts, regulations, and codes. Any person not complying with these will not be permitted on the site.
- .5 Contractor must ensure that all applicable personal protective equipment (PPE) is used.

1.10 SAFETY
(Cont'd)

- .5 (Cont'd)
- .1 All personnel are required to wear hard hats, in accordance with CSA Z94.1, Industrial Protective Headwear.
 - .2 All personnel are required to wear safety footwear, in accordance with CSA Z195, Protective Footwear.
 - .3 All personnel are required to wear eye & face protection, in accordance with CSA Z94.3.1, Selection, Use and Care of Protective Eyewear.
 - .4 When and where noise level is above 85 decibels; all personnel are required to wear hearing protection, in accordance with CAN/CSA Z94.2, Hearing Protection Devices - Performance, Selection, Care and Use.
 - .5 Where toxic or noxious gas fumes, or oxygen deficiency or excessive dust may occur, so as to create a hazard to life, safety or health; all personnel are required to wear respiratory protection, in accordance with CSA Z94.4, Selection, Use, and Care of Respirators.
 - .6 The Engineer will coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Standing Offer Agreement.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 EMERGENCY
REPORTING

- .1 Telephone Numbers:
 - .1 Base phone: dial 9-1-1;
 - .2 from cell phone: designated number given at the time of safety briefing.

1.2 FIRE SAFETY
ENFORCEMENT

- .1 Within the confines of the Station, the prescription and enforcement of mandatory fire safety measures will be exercised under the authority of the Station Fire Chief.
- .2 Comply with and enforce compliance by all Contractor personnel with all requirements of this specification section, and with the most recent edition of the National Building Code of Canada (NBC) and the National Fire Code of Canada (NFC), including all subsequent revisions issued by the National Research Council of Canada.
- .3 The Engineer reserves the right to require the dismissal from site of persons deemed careless or otherwise in violation of the fire safety requirements.

1.3 FIRE SAFETY
BRIEFING

- .1 Prior to commencement of work under this Standing Offer, the Engineer will arrange a meeting of all parties concerned to review and clarify requirements for fire safety measures. This may involve a briefing by the Station Fire Chief.
- .2 The Engineer will provide direction for reporting of fire including the emergency telephone number for fire reporting and location of fire alarms within or adjacent to work area.

1.4 FIRE WATCH

- .1 For hot work activity, the Contractor will provide the service of fire-watch persons on a scale and schedule as prescribed by the Station Fire Chief at the time of issuance of the hot work permit.

1.5 FIRE
EXTINGUISHERS

- .1 Provide and maintain in operational condition fire extinguishers as prescribed by the Station Fire Chief.

1.6 SMOKING
PRECAUTIONS

- .1 Smoking not permitted on DND property except in designated smoking areas. This includes smoking in passenger motor vehicles.
- .2 In accordance with these fire safety requirements particular to the work area and site, the Engineer and Station Fire Chief will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
- .3 Smoking is prohibited in all buildings.
- .4 In all other areas, exercise care and comply with written or oral directives of the Engineer for the use of smoking materials.

1.7 REPORTING FIRE
INCIDENTS

- .1 Report immediately all fire incidents as follows:
 - .1 activate nearest fire alarm, or
 - .2 dial 9-1-1 or designated number given at the time of briefing; and
 - .3 telephone the Engineer, after normal working hours call the Station Duty Officer.
- .2 Persons activating fire alarm box must remain at box to direct Fire Department to the scene of the fire.
- .3 When reporting a fire by telephone, give location of fire, name and number of building and be prepared to direct the Fire Department to the scene of the fire.

1.8 INTERIOR AND
EXTERIOR FIRE
PROTECTION AND
ALARM SYSTEM

- .1 Notify Station Fire Chief at least 48 hours prior to scheduling any work that may require fire alarm and / or protection systems to be:
 - .1 obstructed in any way;
 - .2 shut-off; and / or
 - .3 left inactive at the end of a working day or shift without authorization from Station Fire Chief.
- .2 Do not commence any such work until Engineer confirms approval and direction by the Station Fire Chief.
- .3 Fire hydrants, standpipes and hose systems must not be used for other than fire fighting purposes unless authorized by the Engineer and the Station Fire Chief.

1.9 BLOCKAGE OF
ACCESS FOR FIRE
FIGHTING APPARATUS

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

1.10 RUBBISH AND
WASTE MATERIALS

- .1 Storage:
 - .1 Where it is necessary to store oily waste in work areas exercise extreme care to ensure maximum possible safety and cleanliness.
 - .2 Greasy or oily rags or materials subject to spontaneous combustion must be deposited and kept in a receptacle approved by the Station Fire Chief and removed as directed by the Engineer.
- .2 The burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove rubbish from work site at the end of the work day or shift or as directed by the Engineer.

1.11 FLAMMABLE AND
COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids governed by current National Fire Code of Canada and guided by the requirements established by the Station Fire Chief.
- .2 Keep flammable and combustible liquids such as gasoline, kerosene and naphtha 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 Station Fire Chief.
- .3 The Engineer reserves the right to require removal from the site any storage containers not acceptable to the Station Fire Chief.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .5 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .6 Do not use flammable liquids having flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents.

1.11 FLAMMABLE AND
COMBUSTIBLE LIQUIDS
(Cont'd)

- .7 Store flammable and combustible waste liquids, for disposal, in approved containers located in safe ventilated area. Keep quantities minimum and Fire Department is to be notified when disposal is required.

1.12 HAZARDOUS
SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and / or explosives, or otherwise creating hazard to life, safety or health, in accordance with National Fire Code of Canada.
- .2 Obtain from Station Fire Chief a "hot work" permit for work involving welding, burning or use of blowtorches 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 Station Fire Chief. Contractors are responsible for providing fire watch service for work on scale established and in conjunction with Station Fire Chief at pre-work conference.
- .4 Provide ventilation where flammable liquids, such as lacquers or urethanes are used, eliminate sources of ignition. Inform Station Fire Chief prior to and at cessation of such work.

1.13 FIRE INSPECTION

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

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 DEFINITIONS

- .1 Environmental Pollution and Damage:
 - .1 Presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally and/or historically.
 - .2 Environmental Protection:
 - .1 Prevention / control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.3 DRAINAGE

- .1 Provide temporary drainage and pumping required to keep excavations and site free from water.
- .2 Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.4 SITE CLEARING AND PLANT PROTECTION

- .1 Protect trees and plants on site and adjacent properties as indicated.
- .2 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .3 Minimize stripping of topsoil and vegetation.
- .4 Restrict tree removal to areas indicated or designated by Engineer.

1.5 WORK ADJACENT
TO WATERWAYS

- .1 Construction equipment to be operated on land only.
- .2 Do not use waterway beds for borrow material.
- .3 Waterways to be free of excavated fill, waste material and debris.
- .4 Design and construct temporary crossings to minimize erosion to waterways.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.

1.6 POLLUTION
CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this Contract.
- .2 Control emissions from equipment and plant to local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air and waterways beyond application area.
 - .1 Provide temporary enclosures where directed by Engineer.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

PART 1 - GENERAL

1.1 RELATED
REQUIREMENTS

- .1 Section 01 11 00 General Instructions.
- .2 Section 31 23 33.01 Excavating, Trenching and Backfilling.

1.2 WORK INCLUDED

- .1 As requested by the Engineer, Contractor will provide but not limited to the following road maintenance services:
 - .1 removal of snow and ice;
 - .2 the supply and spreading of salt / sand upon snow and ice removal to ensure site access and safety of individuals using the facility;
 - .3 perform various road maintenance such as:
 - .1 road scarifying and grading; and
 - .2 maintenance of road embankments and ditches to include excavation.

1.3 GENERAL
REQUIREMENTS

- .1 Contractor must ensure that snow clearing services be available seven days a week including holidays and will have the capacity to start work within three (3) hours from call-out. Snow clearing services requests will be by the Engineer or his authorized representative.
- .2 The Contractor must ensure that sufficient labour, equipment and material are mobilized to site as required for the efficient execution of the work.

1.4 HEAVY EQUIPMENT

- .1 All heavy equipment will be adequately equipped with flashing beacon, front and rear lights and audible back up alarm.
- .2 All equipment must be licensed by the authority having jurisdiction for the service for which it is used.
- .3 Equipment must be in good repair, well maintained and sufficiently equipped for conditions of operation to ensure efficient and safe performance of the work.
- .4 Equipment required to carry out work as directed by the Engineer will consist of the following:
 - .1 Backhoe:

1.4 HEAVY EQUIPMENT
(Cont'd)

- .4 (Cont'd)
- .1 (Cont'd)
- .1 rubber tired;
- .2 minimum 5.5 metres horizontal reach;
- .3 minimum 0.45 m³ backhoe bucket;
- .4 minimum 1.35 m³ front bucket; and
- .5 minimum mass of 7,500 kg.
- .2 Front End Loader:
- .1 rubber tired four wheel drive;
- .2 minimum 3 m³ bucket;
- .3 minimum mass of 15,000 kg; and
- .4 directional plow for snow clearing.
- .3 Grader:
- .1 articulated frame with a minimum mass of 12,700 kg; and
- .2 equipped with scarifier attachment as required.
- .4 Dump Truck:
- .1 minimum 11 m³ dump and equipped with spreader for the efficient application of salt or sand as required.
- .5 Dump Truck:
- .1 minimum 11 m³ dump and equipped with snow clearing blade for provision of efficient snow clearing services.

1.5 HEAVY EQUIPMENT
OPERATORS

- .1 All heavy equipment operators must be qualified and experienced with the equipment being operated and licensed by the authority having jurisdiction.
- .2 Equipment operators are to keep a "Log Book" detailing the time and services provided during operations while on site.

- 1.6 PROTECTION
- .1 Take precautions to prevent damage to DND and private property during snow clearing operations and repair any damage caused. Notify the Engineer if any damages occur during clearing operations. The Contractor will be responsible to repair any damages at no additional cost to the Contract.
 - .2 No heavy equipment is to be used within a safety distance of 1 m of stationary objects.

PART 2 - PRODUCTS

- 2.1 NOT USED
- .1 Not used.

PART 3 - EXECUTION

- 3.1 NOT USED
- .1 Not used.

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- .1 Section 01 11 00 General Instructions.
- .2 Section 31 00 00 Road Maintenance / Snow Clearing.

1.2 EXISTING CONDITIONS

- .1 Locate and protect utility lines. Preserve in operating condition active utilities transversing site.
- .2 Before commencing work establish location of buried services on and adjacent to site.
- .3 Existing buildings and surface features:
 - .1 Conduct, with Engineer, condition survey of existing buildings, trees and other plants, lawns, fencing, service poles, wires, rail tracks, pavement, survey bench marks and monuments which may be affected by Work.
 - .2 Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair as directed by Engineer.

1.3 GENERAL

- .1 Assist the Engineer in erecting and maintaining bench marks, grade, stakes, etc.
- .2 Remove all material as directed by Engineer. Material removed from outside specified limits is not part of the work and will be at no cost to DND.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 PREPARATION/ PROTECTION

- .1 Keep excavations clean, free of standing water, and loose soil.

3.1 PREPARATION/
PROTECTION
(Cont'd)

- .2 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
- .3 Protect buried services that are required to remain undisturbed.

3.2 EXCAVATION

- .1 Excavate to lines, grades, elevations and dimensions as required or as directed by Engineer.
- .2 Excavation must not interfere with bearing capacity of adjacent foundations.
- .3 Dispose of surplus and unsuitable excavated material as directed by Engineer.
- .4 Do not obstruct flow of surface drainage or natural watercourses.
- .5 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .6 Do not excavate material from areas lying within 1,000 mm of existing structures unless written approval and appropriate sketch are provided by Engineer. Any damage to these structures will be repaired at the Contractor's expense.

3.3 BACKFILLING

- .1 Do not proceed with backfilling operations until completion of following:
 - .1 Engineer has inspected and approved installations.
 - .2 Inspection, testing, approval, and recording location of underground utilities.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .4 Place backfill material in uniform layers not exceeding 150 mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.

3.4 SURPLUS MATERIAL

- .1 Dispose of surplus material not required for backfill, material grading or landscaping as directed by Engineer.
- .2 Dispose of material unsuitable for fill, grading or landscaping as directed by Engineer.

SEP 29 2015

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat

W6837-15-5553

Security Classification / Classification de sécurité

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine | | 2. Branch or Directorate / Direction générale ou Direction RPO |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance: | | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |
| 4. Brief Description of Work / Brève description du travail Services to be Performed: Work under this contract comprises the furnishings of all labour, material, tools, equipment required to perform minor repairs, maintenance and snow clearing for the Makinsons rifle range and Emerald Vale training area access roads, CFS St. John's Newfoundland | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès: | | |
| Canada <input type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> | Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> | Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> |
| 7. c) Level of Information / Niveau d'information | | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | NATO SECRET NATO SECRET <input type="checkbox"/> | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |



Government of Canada /
Gouvernement du Canada

Contract Number / Numéro du contrat

W6837-15-5553

Security Classification / Classification de sécurité

UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux: Escort will be provided as required by IAW site USS security protocols

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
W6837-15-5553

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | | |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|---|--|--------------------------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------|--|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET | |
| | | | | | | | | | | | A | B | C | | | | |
| Information / Assets Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Production | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| IT Media / Support IT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| IT Link / Lien électronique | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat
W6837-15-5553

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)
Lt CM Parker

Title - Titre
Conts O

Signature

Telephone No. - N° de téléphone
902-722-1811

Facsimile No. - N° de télécopieur
902-722-1847

E-mail address - Adresse courriel
parker.colin@forces.gc.ca

Date
27 July 15

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)
Sasha Medjovic

Title - Titre
VCDS DPM SEC 3-3
NDHQ OTTAWA

Signature

Telephone No. - N° de téléphone
(613) 996-0286

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
SASA.MEDJOVIC@forces.gc.ca

Date
2015-Sept-29

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☒ Yes

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone
902-496-5507

Facsimile No. - N° de télécopieur
902-496-5016

E-mail address - Adresse courriel
john.stavert@pwgsc-
tpsgc.gc.ca

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Vanessa Good-Davidson

Agente à la Sécurité des contrats | Contract Security Officer
Secteur de la Sécurité industrielle, TPSGC | Industrial Security Sector, PWGSC
Vanessa.Good-Davidson@tpsgc-pwgsc.gc.ca
Téléphone : 613 941-0441

E-mail address - Adresse courriel

Date
Oct. 9, 2015