

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions Bid**  
**Receiving/Réception des Soumissions**  
**126 Prince William Street/**  
**126, rue Prince William**  
**Saint John**  
**New Brunswick**  
**E2L 2B6**  
**Bid Fax: (506) 636-4376**

## 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**  
Saint John, NB (STJ)  
126 Prince William Street/  
126, rue Prince William  
Saint John  
New Bruns  
E2L 2B6

<b>Title - Sujet</b> RISO Hazardous Waste Removal	
<b>Solicitation No. - N° de l'invitation</b> W0501-180100/A	<b>Date</b> 2018-06-05
<b>Client Reference No. - N° de référence du client</b> W0501-180100	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-005-4320
<b>File No. - N° de dossier</b> STJ-8-41004 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-07-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lomax (STJ), Sandra	<b>Buyer Id - Id de l'acheteur</b> stj005
<b>Telephone No. - N° de téléphone</b> (506)639-8503 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSG GAGETOWN BASE SUPPLY B10 OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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W0501-180100A  
Client Ref. No. - N° de réf. du client  
W0501-180100/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-8-41004

Buyer ID - Id de l'acheteur  
STJ005  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A "BASIS OF PAYMENT**

**ANNEX "B" CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD**

**ANNEX "C" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

**ANNEX "D" SPECIFICATION**

## **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 and Additional Information: includes the certifications and additional information 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

The Department of National Defence (DND), CFB Gagetown, Oromocto, N.B. has a requirement for the establishment of a Regional Individual Standing Offer (RISO) for the furnishing of all labour, materials, tools and equipment required for removal and disposal of Hazardous Waste from 5 CDSB Gagetown, Oromocto, New Brunswick.

The work will be performed as and when requested, from date of award to March 31, 2021. All work is to be completed in accordance with the Specifications attached Annex "D".

### **1.3 Debriefings**

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2017/04/27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 2.3 Former Public Servant

#### Former Public Servant - Competitive - Offer

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.

*(Derived from - Provenant de: M3025T, 2016/01/28 )*

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.5 Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **3.1 Offer Preparation Instructions**

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

Section I: Financial Offer ( 1 hard copy)

Section II: Certifications ( 1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)

[Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

#### **Section I: Financial Offer**

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

#### **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

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

#### **4.1 Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

##### **4.1.1 Financial Evaluation**

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive

SACC Manual Clause [M0220T](#) (2016/01/28), Evaluation of Price - Offer

#### **4.2 Basis of Selection**

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

(Derived from - Provenant de: M0032T, 2014/11/27 )



## **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed in Annex "B" Certifications should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed as requested the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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

*(Derived from - Provenant de: M9015T, 2016/01/28 )*

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

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to perform the Work in accordance with the Specification at Annex "D".

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

2005 (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 7.3 Term of Standing Offer

### 7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2021

## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 189 Prince William Street  
Saint John, New Brunswick  
E2L 2B9  
Telephone: (506) 639-8503  
Facsimile: (506) 636-4376  
E-mail address: sandra.lomax@pwgsc.gc.ca

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

### 7.4.2 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
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W0501-180100/A

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File No. - N° du dossier  
STJ-8-41004

Buyer ID - Id de l'acheteur  
STJ005  
CCC No./N° CCC - FMS No./N° VME

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.

#### **7.4.3 Offeror's Representative (Offeror please complete)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **7.5 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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

#### **7.6 Identified Users**

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

Contracts office  
Building B10  
5 CDSB Gagetown  
PO Box 17000 Station Forces  
Oromocto, NB

#### **7.7 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below,

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

- PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

2. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$270,000.00 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 2 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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 7.10 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 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2016-04-04), General Conditions – Service (Medium Complexity);
- e) Annex A, Basis Of Payment;
- f) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;

g) the Offeror's offer dated \_\_\_\_\_

## **7.11 Certifications and Additional Information**

### **7.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

## **7.12 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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 (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## **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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## 7.5 Payment

### 7.5.1 Basis of Payment

Refer to "Annex A" "Basis of Payment"

### 7.5.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

### 7.5.3 Method of Payment

SACC Reference	Section	Date
C6000C	Single Payments	2008/05/12

## 7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12 )

**ANNEX "A"**

**BASIS OF PAYMENT**  
**Date of Award to March 31, 2021**

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Disposal of Waste Bulked in 205 litre drums: Acids or Bases	Each	2 drums		
2	Disposal of Waste Bulked in 20 litre pails: Acids or Bases	Each	1 pail		
3	Disposal of Waste Bulked in 205 litre drums: Organic, Non-Halogenated	Each	1 drum		
4	Disposal of Waste Bulked in 20 litre pails: Organic, Non-Halogenated	Each	1 pail		
5	Disposal of Waste Bulked in 205 litre drums: Organic, Halogenated	Each	1 drum		
6	Disposal of Waste Bulked in 20 litre pails: Organic, Halogenated	Each	1 pail		
7	Disposal of Waste Bulked in 205 litre drums: Chromic Acid <5000 ppm	Each	1 drum		
8	Disposal of Waste Bulked in 20 litre pails: Chromic Acid <5000 ppm	Each	1 pail		
9	Disposal of Waste Bulked in 205 litre drums: Hydrochloric Acid	Each	1 drum		
10	Disposal of Waste Bulked in 20 litre pails: Hydrochloric Acid	Each	1 pail		
11	Disposal of Waste Bulked in 20 litre pails: Sulphuric Acid	Each	3 pails		



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STJ-8-41004

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Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
12	Disposal of Waste Bulked in 205 litre drums: Pesticides, Herbicides and Insecticides	Each	1 drum		
13	Disposal of Waste Bulked in 20 litre pails: Pesticides, Herbicides and Insecticides	Each	1 pail		
14	Disposal of Waste Bulked in 205 litre drums: Waste Soot and Ash (Vanadium pentoxide)	Each	4 drums		
15	Disposal of Waste Bulked in 20 litre pails: Waste Soot and Ash (Vanadium pentoxide)	Each	1 pail		
16	Disposal of Waste Bulked in 205 litre drums: Paint Liquids (Used Paint and Solvents)	Each	10 drums		
17	Disposal of Waste Bulked in 205 litre drums: Contaminated Sand Blast Grit generated from Paint Shops (No Lead Content)	Each	210 drums		
18	Disposal of Waste Bulked in 205 litre drums: Electrical Ballasts and Capacitors containing PCB's	Each	3 drums		
19	Disposal of Waste Bulked in 20 litre pails: Electrical Ballasts and Capacitors containing PCB's	Each	1 pail		
20	Disposal of Waste Bulked in 205 litre drums (approximately 400kg): Zinc Dust	Each	6 drums		
21	Disposal of Waste Bulked in 205 litre drums: Aerosols (Level III)	Each	6 drums		
22	Disposal of Waste Bulked in 205 litre drums (approximate weight 300kg): Alkaline Batteries (UN3028)	Kilogram	15000		
23	Disposal of Waste Bulked in 205 litre drums (approximate weight 300kg): Discharged Lithium and Lithium-ion Batteries with terminals taped in a heat-sealed anti-static bag	Kilogram	3500		

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
24	Disposal of Waste Per Kg: Wet Alkaline Batteries (UN2795)	Kilogram	100		
25	Disposal of Waste Per Kg: Magnesium Batteries (UN2813)	Kilogram	100		
26	Disposal of Waste Bulkied in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Related Liquids and Solids (Used Paint and Solvents)	Each	20 tri-walls		
27	Disposal of Waste Bulkied in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Permethrin Contaminated Waste (Material Safety Data Sheet Permethrin Arthropod Repellent Insect NSN 6840-01-278-1336)	Each	10 tri-walls		
28	Disposal of Waste Bulkied in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Assorted sizes of Fluorescent Tubes, Compact Fluorescent Lamps and Bulbs	Each	10 tri-walls		
29	Disposal of Waste Oil containing PCB's stored in an Electrical Transformer (PCB analysis will be complete and provided to the Contractor): Transformer Oil with PCB's >2mg/kg	Litre	1500		
30	Disposal of PCB Contaminated Various Size and Weight Electrical Transformers and Switches including the oil >2 ppm PCB's (PCB analysis will be complete and provided to the Contractor)	Kilogram	2000		
31	Disposal of Zinc Filters approximately 600 millimeters by 900 millimeters in size	Each	48 filters		
32	Disposal of Waste Bulkied in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Filters	Each	4 tri-walls		
33	Disposal of Waste Bulkied in 205 litre drums: Purple K Dry Chemical (MATERIAL SAFETY DATA SHEET Purple K Dry Chemical Fire Extinguishing Agent)	Each	8 drums		

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
34	Sample Analyses (Two Types 1. Concentration of PCB's and 2. Unknown Sample to be Identified and Classified for Disposal) (Samples will be in containers and provided to the Contractor)	Each	5 samples		
35	Disposal of Waste Bulkled in 20 litre pail; Ethanol (UN 1170)	Each	5 pails		
36	Disposal of Waste Bulkled in a full triwall (a triple wall corrugated fibreboard etc): Nitrogen fire extinguishers (UN 1956)	Each	1		
37	Disposal of Waste by Pumper Truck: Water with Bisulfates (UN2693)	Litres	40000		
38	Disposal of Waste Bulkled in 20L Pails: Refridgerant (UN1956)	Each	1 pail		
39	Disposal of Waste Bulkled in 205L Drums: Flopam	Each	4 drums		
40	Disposal of Waste Bulkled in 20L Pails: Medical Oxygen (UN1072)	Each	1 pail		
41	Disposal of Waste: Calibration Gas Cylinders (UN1956)	Each	18		
42	Disposal of Waste Bulkled in 205L Drums: Lead Contaminated Soil (UN3288)	Each	1 drum		
43	Disposal of Waste Bulkled in 205L Drums: PCB Contaminated Soil (UN2315)	Each	5 drums		
44	Disposal of Waste: Ethanol Alcohol Quick Start Cylinder (UN1993)	Each	5		
45	Disposal of Waste : 1 LB Propane/Butane Cylinder (UN1011)	Each	5		
46	Disposal of Waste: 1 LB Proplene Gas Cylinder (UN1077)	Each	5		
47	Disposal of Waste: 205L Propane Gas Cylinder (UN1978)	Each	5		
48	Disposal of Waste: Carbon Dioxide Cylinder (UN1013)	Each	10		

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Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
49	Disposal of Waste Bulked 20L Pails: Propanediol (Non Regulated)	Each	1 pail		
50	Disposal of Waste Bulked 20L Pails: Runway De-icer (Non Regulated)	Each	5 pails		
51	Disposal of Waste Bulked 205L Drum: Detector Kit (Non Regulated)	Each	1 drum		
52	Disposal of Waste Bulked 20L Pails: Tar (Non Regulated)	Each	5 pails		
53	Disposal of Waste Bulked 205L Drum: Spent Propellant (UN0160)	Each	1 drum		
54	Disposal of Waste Bulked 205L Drum: Toxic Solid Organic NOS (CS Gas Resperatories) (UN2811)	Each	1 drum		
55	Any unforeseen chemical items not listed the contractor, when requested by the Engineer, will provide a quote.	Allowance	\$50,000		
<b>TOTAL ESTIMATED COST</b>					\$

Note : The estimated quantity entered in the "Estimated Quantity" column for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

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## **ANNEX "B"**

### **Certifications Precedent to Standing Offer Award**

1. Within seven days of request from Contracting Authority and prior to award of the Service Contract provide proof the Contractor is an established and registered Hazardous Waste Management Company with a minimum five (5) years' experience in shipment and disposal Hazardous waste.
2. Within seven days of request from Contracting Authority and prior to award of the Service Contract provide proof the Contractor must own and operate a Hazardous waste transfer facility in the Maritimes Provinces. This Hazardous waste transfer facility must be capable of receiving and storing all types of Hazardous waste indicated in the attached Specification Annex A.
3. Within seven days of request from Contracting Authority and prior to award of the Service Contract provide proof the Contractor holds all permits, waivers, licenses and certificates of approval required by law and regulations for the collection, identification, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous waste as described in the specification.
4. Within seven days of request from Contracting Authority and prior to award of the Service Contract provide proof the Technicians shall hold all licenses required for the performance of the work as described in the specification.
5. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission
6. Within seven days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.

### **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 endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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*

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**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.

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**ANNEX “D”**  
**SPECIFICATION**

<b>NATIONAL DEFENCE</b>	<b>INDEX</b>	<b>SECTION 00 01 11</b>
<b>JOB NO.L-G2-9900-1716</b>		<b>PAGE 1</b>
<b>5 CDSB GAGETOWN, N.B.</b>		<b>2015-10-13</b>

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
01 21 13	Instruction to Bidders	7
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Annexes</u>		
Annex A	Hazardous Waste Types and Quantities	4

**END OF SECTION**

## **1 GENERAL**

### **1.01 DESCRIPTION OF WORK**

- .1 The work covered under this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required for removal and disposal of Hazardous Waste from 5 CDSB Gagetown, Oromocto, NB when requested on Form CF942, Call-Up Against a Standing Offer, and as specified herein.
- .2 The work will include: collection, sampling, analysing, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous Waste at an approved Hazardous Waste disposal site.

### **1.02 DURATION OF CONTRACT**

- .1 This Standing Offer will extend from date of award to 31 March 2021.

### **1.03 REFERENCES**

- .1 Canada Labour Code Part II.
- .2 The New Brunswick Occupational Health and Safety Act, 1991.
- .3 The Canadian Electrical Code, CSA C22.1-09.
- .4 The Canadian Environmental Protection Act, 2008 (CEPA 2008).
- .5 Transportation of Dangerous Goods Act, (TDGA) 1992.

### **1.04 QUALIFICATIONS**

- .1 The Contractor will be an established and registered Hazardous Waste Management Company with a minimum five (5) years experience in shipment and disposal Hazardous waste. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .2 The Contractor must own and operate a Hazardous waste transfer facility in the Maritimes Provinces. This Hazardous waste transfer facility must be capable of receiving and storing all types of Hazardous waste indicated in the attached Annex "A" Hazardous Waste Types and Quantities. The Engineer retains the right to inspect this facility at any time.
- .3 The Contractor must hold all permits, waivers, licenses and certificates of approval required by law and regulations for the collection, identification, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous waste as described in the specification. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .4 The Technicians shall hold all licenses required for the performance of the work as described in the specification. Proof of such must be provided to PWGSC prior to award of this Sanding Offer Agreement.

- .5 The Contractor shall provide the requisite number of personnel required to conduct the work as described in this specification and in compliance with all Health and Safety Regulations.
- .6 Employees must be trained and certified in the Workplace Hazardous Materials Information System (WHMIS) to a minimum level. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .7 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .8 All permits and licenses must remain current throughout the life of Standing Offer Agreement.

#### **1.05 ENGINEER**

- .1 The Engineer, as defined and stated in this specification, will be the Commanding Officer of 5 Engineer Services Unit or a designated representative. The address of the Engineer is:
  - Contracts Office
  - Building B18
  - 5 CDSB Gagetown
  - PO Box 17000 Station
  - Forces Oromocto, N.B. E2V
  - 4J5 Tel.(506) 422-2849
  - Fax (506) 422-1453

#### **1.06 DOCUMENTS REQUIRED**

- .1 Maintain at the job site one copy each of the following:
  - .1 Specifications; and
  - .2 Addenda.
  - .3 Material Safety Data Sheets (MSDS) for cleaning agents.

#### **1.07 CONTRACTOR'S USE OF SITE**

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.
- .4 Contractor is to ensure adherence by personnel to DND regulations pertaining to traffic control, parking and speed limits. When vehicles are to be parked, they will be backed into a parking space or risk being towed, at the owner's expense.

#### **1.08 POWER AND WATER**

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's

written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, CSA C22.1-09.

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

#### **1.09 CODES AND STANDARDS**

- .1 Perform work to and enforce safety measures in accordance with the Canadian Labour Code Part II, the New Brunswick Occupational Health and Safety Act, the Canadian Environmental Protection Act and the Transportation of Dangerous Goods Act.
- .2 Contractor must be registered with WorkSafeNB. Proof of such must be provided to PWGSC prior to award of this Standing Offer Agreement.
- .3 In the event of a spill at the site during loading or in transit to the approved disposal site, the affected area will be cleaned by the Contractor to the satisfaction of the Engineer. The Contractor is to immediately notify the 5 CDSB Gagetown Fire Hall at 422-2106 if a spill occurs.
- .4 Contractor shall comply with all legislative and regulatory provisions whether Federal, Provincial or Municipal applicable to the performance of the work. The Contractor will be responsible for any charges imposed by such regulations and by-laws.
- .5 The Contractor will take all necessary precautions to protect and prevent damage to all structures, surrounding property and installations. Damage caused by the Contractor will be repaired without delay to the satisfaction of the Engineer.
- .6 When necessary, the Contractor must provide their own Confined Space Entry Procedure with a Site Safety Plan. The Contractor will provide a copy of their Confined Space Certification to the Engineer, upon request.
- .7 The Engineer reserves the right to suspend, and where applicable terminate the contract, in accordance with the General Requirements where it is determined that the Contractor is not able to provide current permits and licenses as noted in this Specification.
- .8 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .9 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

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#### 1.10 OVERLOADING

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

#### 1.11 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

#### 1.12 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

#### 1.13 EQUIPMENT

- .1 All trucks must be equipped with a pumping system capable of pumping POL from drums and holding tanks.
- .2 The Contractor must have the trucks and transportation services required to transport the volumes and types of Hazardous waste stipulated in this specification.
- .3 All vehicles used for the transport of Hazardous waste stipulated in this specification must be registered, licensed and approved by the authority having jurisdiction for transport of Hazardous waste at any location forming part of the route to the Contractor's Hazardous waste transfer facility.
- .4 All circuit drums used in this contract will remain the property of DND. The Contractor will provide a drum for every drum removed from the sites during collection. If a drum must be replaced due to damage caused by DND, the Engineer will provide a new drum. If a drum is damaged by the Contractor, the Contractor will replace the drum with a UN approved, steel 18 gauge drum with removable drum rings, bolts or bungs.
- .5 No Sub-Contractor will be used unless authorized by the Engineer.

#### 1.14 COLLECTION POINTS

- .1 The Hazardous Waste Collection Points at 5 CDSB Gagetown are Building B59 and
- .2 Prior to leaving the collection point, the Contractor must accurately quantify all volumes of wastes in units shown in Annex "A" Hazardous Waste Types and Quantities and submit the quantities to the Engineer.
- .3 Collection points may be added or deleted during the term of this Standing Offer Agreement.

**1.15 PACKAGING**

- .1 Hazardous waste will be stored at the collection point in various sized containers. The general rule to be followed by the Contractor when collecting and removing waste is:
  - .1 Waste stored in containers 22.7 litres or larger will be removed as is. Unless the container is not suitable for transportation;
  - .2 waste stored in containers under 22.7 litres will be packaged in 205 litre drums. An estimate for packaging in a 205 litre drum is 16 X 5 kilogram containers or 80 X 1 litre containers; and
  - .3 containers of waste paint may be packaged in Tri-Wall containers, in accordance with the TDGA waiver. The Tri-Wall used is a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size.
- .2 The Contractor's bid price is to include the cost of supplying everything required by the TDGA for packaging, excluding 205 litre drums and Tri-Walls.
- .3 Waste is to be packaged to either TDGA or DND requirements, whichever is the more stringent.
- .4 More stringent packaging required by the Contractor will be at his own expense.

**1.16 SAMPLING**

- .1 Results of any sampling analyses must be returned to the Engineer no later than ten (10) working days after the sample was collected.

**1.17 DISPOSAL OF PCBS**

- .1 Polychlorinated Biphenyls (PCBs) disposed of under this contract will be done in accordance with the Canadian Environmental Protection Act.
- .2 Certificates of Destruction from an Environment Canada Approved PCB Disposal Facility must be sent to the Engineer for any PCBs or PCB-contaminated equipment destroyed.

**1.18 WORK REQUISITION**

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
  - .1 The Contractor will provide service on a five (5) days per week basis between the hours of 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours.
  - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
  - .3 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
  - .4 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.

- .5 When service is required, the Engineer will notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating labour costs in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be given to the Contractor.
- .6 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out. If work is started or completed outside normal working hours and the Engineer's office is closed, the Base Firehall has a sign in/sign out sheet available for the Contractor.
- .7 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, quantities removed from the site. This work report must indicate the work order number and the requisition number by which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure for work reports will be provided to the successful bidder after award of Contract.
- .8 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice, as well as copies of all daily work reports and copies of all manifests plus quantities of product removed from the site. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942.
- .9 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

#### **1.19 QUANTITIES AND BASIS OF PAYMENT**

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit prices for Items described in Annex "A" Hazardous Waste Types and Quantities and in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.
- .3 For unforeseen chemical items not listed in Annex "A" the contractor when requested by the Engineer will provide quote for the removal/disposal of these items. (Estimated amount: \$50,000.00).
- .4 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .5 The cost of transportation of the Hazardous waste will be calculated from



the 5 CDSB Gagetown pick up area to the Contractors own transfer facility, not to the final place of destruction/disposal.

- .6 When waste is manifested under the Transportation of Dangerous Goods Act (TDGA), payment will not be made until the buff copy of the TDGA manifest with Part "C" completed is received by the Engineer.
- .7 Invoices and supporting documentation may be verified by Government audit before or after payment is made under the terms of this Standing Offer Agreement.

#### **1.20 CONTRACTOR PASSES**

- .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand to the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.

#### **1.21 SECURITY CLEARANCE**

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.

**END OF SECTION**

## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .3 National Building Code of Canada, 2010.

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada 2010, the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 5 CDSB Gagetown, 5 Engineer Services Unit employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.

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**1.04 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

**1.05 CORRECTION OF NON-COMPLIANCE**

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

**1.06 WORK STOPPAGE**

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

**END OF SECTION**

## **1 GENERAL**

### **1.01 REPORTING FIRES**

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

### **1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm system will not be:
  - .1 obstructed;
  - .2 shut-off; and
  - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 BLOCKAGE OF ROADWAYS**

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

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

#### 1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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

#### 1.08 HAZARDOUS SUBSTANCES

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

#### 1.09 QUESTIONS AND/OR CLARIFICATION

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

#### 1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

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

**END OF SECTION**

## **1 GENERAL**

### **1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

### **1.02 FIRES**

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

### **1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

### **1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

**END OF SECTION**

## HAZARDOUS WASTE TYPES AND QUANTITIES

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



## HAZARDOUS WASTE TYPES AND QUANTITIES

NO.	GROUP	UNIT of MEASURE	ESTIMATED QUANTITIES
21	Disposal of Waste Bulked in 205 litre drums: Aerosols (Level III)	Each	6 Drums
22	Disposal of Waste Bulked in 205 litre drums (approximate weight 300kg): Alkaline Batteries (UN3028)	Kilogram	15000 Kilograms
23	Disposal of Waste Bulked in 205 litre drums (approximate weight 300kg): Discharged Lithium and Lithium-ion Batteries with terminals taped in a heat-sealed anti-static bag	Kilogram	3500 Kilograms
24	Disposal of Waste Per Kg: Wet Alkaline Batteries (UN2795)	Kilogram	100 Kilograms
25	Disposal of Waste Per Kg: Magnesium Batteries (UN2813)	Kilogram	100 Kilograms
26	Disposal of Waste Bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Related Liquids and Solids (Used Paint and Solvents)	Each	20 Tri-Walls
27	Disposal of Waste Bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Permethrin Contaminated Waste (Material Safety Data Sheet Permethrin Arthropod Repellent Insect NSN 6840-01-278-1336)	Each	10 Tri-Walls
28	Disposal of Waste Bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Assorted sizes of Fluorescent Tubes, Compact Fluorescent Lamps and Bulbs	Each	10 Tri-Walls
29	Disposal of Waste Oil containing PCB's stored in an Electrical Transformer (PCB analysis will be complete and provided to the Contractor): Transformer Oil with PCB's >2mg/kg	Litre	1500 litres
30	Disposal of PCB Contaminated Various Size and Weight Electrical Transformers and Switches including the oil >2 ppm PCB's (PCB analysis will be complete and provided to the Contractor)	Kilogram	2000 kilograms
31	Disposal of Zinc Filters approximately 600 millimeters by 900 millimeters in size	Each	48 Filters
32	Disposal of Waste Bulked in a Full Tri-Wall (a triple wall corrugated fiberboard container approximately 1015mm X 1220mm X 700mm in size): Paint Filters	Each	4 Tri-Walls
33	Disposal of Waste Bulked in 205 litre drums: Purple K Dry Chemical (MATERIAL SAFETY DATA SHEET Purple K Dry Chemical Fire Extinguishing Agent)	Each	8 Drums

## HAZARDOUS WASTE TYPES AND QUANTITIES

NO.	GROUP	UNIT of MEASURE	ESTIMATED QUANTITIES
34	Sample Analyses (Two Types 1. Concentration of PCB's and 2. Unknown Sample to be Identified and Classified for Disposal) (Samples will be in containers and provided to the Contractor)	Each	5 Samples
35	Disposal of Waste Bulked in 20 litre pail; Ethanol (UN 1170)	Each	5 Pails
36	Disposal of Waste Bulked in a full triwall (a triple wall corrugated fibreboard etc); Nitrogen fire extinguishers (UN 1956)	Each	1
37	Disposal of Waste by Pumper Truck: Water with Bisulfates (UN2693)	Litres	40,000L
38	Disposal of Waste Bulked in 20L Pails: Refridgerant (UN1956)	Each	1 Pail
39	Disposal of Waste Bulked in 205L Drums: Flopam	Each	4 Drums
40	Disposal of Waste Bulked in 20L Pails: Medical Oxygen (UN1072)	Each	1 Pail
41	Disposal of Waste: Calibration Gas Cylinders (UN1956)	Each	18 Cylinders
42	Disposal of Waste Bulked in 205L Drums: Lead Contaminated Soil (UN3288)	Each	1 Drum
43	Disposal of Waste Bulked in 205L Drums: PCB Contaminated Soil (UN2315)	Each	5 Drums
44	Disposal of Waste: Ethanol Alcohol Quick Start Cylinder (UN1993)	Each	5 Cylinders
45	Disposal of Waste : 1 LB Propane/Butane Cylinder (UN1011)	Each	5 Cylinders
46	Disposal of Waste: 1 LB Proplene Gas Cylinder (UN1077)	Each	5 Cylinders
47	Disposal of Waste: 205L Propane Gas Cylinder (UN1978)	Each	5 Cylinders

## HAZARDOUS WASTE TYPES AND QUANTITIES

NO.	GROUP	UNIT of MEASURE	ESTIMATED QUANTITIES
48	Disposal of Waste: Carbon Dioxide Cylinder (UN1013)	Each	10 Cylinders
49	Disposal of Waste Bulked 20L Pails: Propanediol (Non Regulated)	Each	1 Pail
50	Disposal of Waste Bulked 20L Pails: Runway De-icer (Non Regulated)	Each	5 Pails
51	Disposal of Waste Bulked 205L Drum: Detector Kit (Non Regulated)	Each	1 Drum
52	Disposal of Waste Bulked 20L Pails: Tar (Non Regulated)	Each	5 Pails
53	Disposal of Waste Bulked 205L Drum: Spent Propellant (UN0160)	Each	1 Drum
54	Disposal of Waste Bulked 205L Drum: Toxic Solid Organic NOS (CS Gas Respiratories) (UN2811)	Each	1 Drum