



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

**PWGSC/TPSGC Acquisitions Bid
Receiving/Réception des Soumissions**
126 Prince William Street/
126, rue Prince William
Suite 14B
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
Suite 14B
Saint John
New Bruns
E2L 2B6

Title - Sujet RISO Material Testing - Gagetown	
Solicitation No. - N° de l'invitation W6898-190290/A	Date 2018-11-01
Client Reference No. - N° de référence du client W6898-190290	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-005-4364
File No. - N° de dossier STJ-8-41044 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-09	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lomax (STJ), Sandra	Buyer Id - Id de l'acheteur stj005
Telephone No. - N° de téléphone (506)639-8503 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN BLDG. B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

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File No. - N° du dossier
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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 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, the Electronic Payment Instruments, 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 all labour, materials, tools and equipment required to carry out laboratory testing services. The work will be performed as and when requested from April 1, 2019 to March 31 2021, 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](#) (2018/05/22) 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
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 Submission of Offers

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

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.

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 **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

Section I: Financial Offer (1 copy)
Section II: Certifications (1 copy)

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex A, Basis of Payment.

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 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.

5.1.1 Integrity Provisions – Required Documentation

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

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.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s website) 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.

5.1.2.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 –INSURANCE REQUIREMENTS

6.1 Insurance Requirements

Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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 Part 7B- Standing Offer.

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

The Offeror offers to fulfill the requirement 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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2005 (2018/06/21) 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 April 1, 2018 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

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STJ-8-41044

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

Directorate: Real Property Contracting
Address: 126 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 639-8503
Facsimile: (506) 851-6759
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 identified in the call-up against the Standing Offer.

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

7.4.3 Offeror's Representative (Offeror please complete)

Name: _____

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.

7.6 Identified Users

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

Department of National Defence

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, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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.

2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
- PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. 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 \$25,000.00 (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 **\$75,000.00** (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 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.

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 (2018/06/21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018/06/21), General Conditions - Services (Medium Complexity);
- e) Annex D, Specification;
- f) Annex A, Basis Of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- h) the Offeror's offer 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.

7.11.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25

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 (2018/06/21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2018/06/21), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery 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 - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex A. 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](#) (2017/08/17) Limitation of price

7.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

7.5.4 SACC Manual Clauses

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

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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.

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to

each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) 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

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

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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 "A"

BASIS OF PAYMENT

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

ANNEX "A"
BASIS OF PAYMENT
April 1, 2019 to March 31, 2021

Item #	Class of Service	Unit of Measure	Estimated Usage	Unit Cost	TOTAL
1	Biological Oxygen Demand (BOD5)	Test	5		
2	General Chemistry	Test	5		
3	Analysis - EPA 624 MATRIX - Soil and Water (Chlorinated Aliphatics & Benzines)	Test	10		
4	Analysis - EPA 625 MATRIX - Soil and Water (Chlorinated benzenes & phtalat Esters & PCB's)	Test	10		
5	Analysis - Metals MATRIX – Soil and Water EPA 200.8 (Trace Metals and Mercury) Including Drying, Pulverizing and Digesting.	Test	50		
6	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Phenoxy Herbicides (Bush Control Products)	Test	5		
7	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Organochlorine Pesticides	Test	5		
8	Analysis - Pesticides/Herbicides MATRIX - Soil and Water Organophorous	Test	5		
9	Analysis - TVHC MATRIX – Air (Total Volatile Hydrocarbons)	Test	25		
10	Microbial ID From AGAR Strip or Swab	Test	50		
11a	ASBESTOS TESTING Asbestos Testing (1-4 Samples) (Sample provided)	Test	100		
11b	Asbestos Testing (5 or more samples) (Sample provided)	Test	50		

Item #	Class of Service	Unit of Measure	Estimated Usage	Unit Cost	TOTAL
11c	Asbestos testing (1-4 samples) "Contractor to take sample on site"	Test	100		
11d	Asbestos testing (5 or more samples) "Contractor to take sample on site:"	Test	50		
12a	AIR QUALITY TESTING Asbestos Fiber Air Test	Test	25		
12b	Air Test for Mould	Test	25		
12c	Breathable Air sample analysis	Text	10		
13a	Price First hour for Technician for collection of samples if required	Hour	25		
13b	Price per hour for Technician for collection of samples after first hour if required	Hour	50		
SOIL CONTAMINANT/WATER QUALITY Note: Items 14 through 32 to include soil cost and/or water cost as applicable.					
14a	Drying if required (1 to 5 samples)	Test	5		
14b	Drying if required (6 or more samples)	Test	10		
15a	Pulverizing (1 to 5 samples)	Test	10		
15b	Pulverizing (6 or more samples)	Test	10		
16a	Decomposition (1 to 5 samples)	Each	5		

Item #	Class of Service	Unit of Measure	Estimated Usage	Unit Cost	TOTAL
16b	Decomposition (6 or more samples)	Each	10		
17	Analysis for Total Dissolved Solids	Each	5		
18	Analysis for Total Suspended Solids	Each	5		
19	Analysis for Coliform (Total, Faecal, E.Coli)	Each	25		
20	Analysis for Particle Size	Each	10		
21	Analysis for Total Organic Carbon	Each	10		
22a	Dioxins and Furans (1 to 5 samples)	Each	5		
22b	Dioxins and Furans (6 or more samples)	Each	10		
23a	Chlorophenols (1 to 5 samples)	Each	5		
23b	Chlorophenols (6 or more samples)	Each	10		
24a	EPA Priority Pollutants Base/Neutral Acid Extractables Complete EPA 625 (1 to 5 samples)	Each	1		
24b	EPA Priority Pollutants Base/Neutral Acid Extractables Complete EPA 625 (6 or more samples)	Each	6		
25a	PCBs (1 to 5 samples)	Each	5		

Item #	Class of Service	Unit of Measure	Estimated Usage	Unit Cost	TOTAL
25b	PCBs (6 or more samples)	Each	10		
26a	Chlorinated Pesticides (1 to 5 samples)	Each	5		
26b	Chlorinated Pesticides (6 or more samples)	Each	10		
27a	PAH (Poly Aromatic Hydrocarbons) (1 to 5 samples)	Each	5		
27b	PAH (Poly Aromatic Hydrocarbons) (6 or more samples)	Each	10		
28a	Hydrocarbons GC/MS Extraction GC/MS Alberta Must , BTEX and / or TPH Soil & Water) (1 to 5 samples)	Each	5		
28b	Hydrocarbons GC/MS Extraction GC/MS Alberta Must , BTEX and / or TPH Soil & Water) (6 or more samples)	Each	10		
29	Total Lead in Paint	Each	25		
30	Leachability and Paint, EPA 1311	Each	25		
31	Analysis Diethylene Glycol Monobutyl Ether (Fire Fighting Foam)	Each	5		
32	Offerer's Markup on unspecified Material at _____%	Allowance	\$3,000		
33	Testing not captured in Identified Items	Allowance	\$10,000		\$10,000.00
34	Total Organic/Inorganic Carbon	Each	2		

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Item #	Class of Service	Unit of Measure	Estimated Usage	Unit Cost	TOTAL
35	PH in solids	Each	2		
36	Phosphate Injection Coupon Testing Analysis Note: Refer to Annex B	Each	2		
	Total Bid Price				

NOTE:

1 This is not an exhaustive list, other test may be required and a quote will be obtained at time of request.

2 The above quantities are estimated for bidding purposes only. These quantities may be increased or decreased and are to be used by the Contractor as a guide only. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities

ANNEX "B"

Certifications Precedent to Standing Offer Award

1. The Contractor's laboratory must be accredited to ISO 17025 (General Requirements for the Competence of Testing and Calibration Laboratories 2005) by either The Standards Council Of Canada (SCC), or The Canadian Association for Laboratory Accreditation Inc(CALA) to perform Breathable Air Test, Mould Test and Analysis. Proof of accreditation with a copy of the laboratories and any sub-contract laboratories' scopes of accreditation must be provided.
2. Meet the QA/QC guidelines and standards outlined in reports CCME EPC-NCS62E and CCME EPC-NCS66E, December 1993

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.

- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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



**DEPARTMENT OF NATIONAL DEFENCE
REAL PROPERTIES OPERATIONS
DETACHMENT (GAGETOWN)
5 CDSB GAGETOWN**

SPECIFICATION

**STANDING OFFER AGREEMENT
MATERIAL TESTING
BASE AND TRAINING AREA BUILDINGS
5 CDSB GAGETOWN
01 APRIL 2019 TO 31 MARCH 2021**

Alan Bunden
Designed by

D. Dore
Fire Inspector

Alan Bunden
Project O

[Signature]
A/ Engineering O

PF No:
Job No: L-G2-9900/1797

Date: 2018-07-20

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	3
<u>Division 01 - General Requirements</u>		
01 35 30	Safety Requirements	1
01 35 35	DND Fire Safety Requirement	3
01 35 43	Environmental Protection	1
<u>List of Annexes</u>		
Annex B	Phosphate Injection Coupon Testing Analysis	1

END OF SECTION

1.01 DESCRIPTION OF WORK

- .1 Work covered under this Standing Offer Agreement comprises of all labour, materials, tools and equipment required to carry out laboratory testing services as described at Annex "A" for various Base and Training area Buildings. Requested on form CF 942, Call up Against a Standing Offer, as directed by the Engineer and specified within. It will be the contractors responsibility to ensure that all samples are to be transported to the laboratory, at no additional charge, to DND, in an acceptable state for the required testing and analysis.

1.02 DURATION OF CONTRACT

- .1 The period of this Standing Offer Agreement is from 01 April 2019 to 31 March 2021.

1.03 ENGINEER

- .1 The Engineer, as defined and stated in this specification will be the Officer Commanding, Real Property Operations Detachment (Gagetown) or a designated representative.

Contracts Office
Real Property Operations
Detachment Gagetown
Building B-18
238 Champlain Avenue
PO Box 17000 Stn Forces
Oromocto NB E2V 4J5
Tel: (506) 422-2677
Fax: (506) 422-1248

1.04 QUALIFICATIONS

- .1 The Contractor's laboratory must be accredited to ISO 17025 (General Requirements for the Competence of Testing and Calibration Laboratories 2005) by either The Standards Council Of Canada (SCC), or The Canadian Association for Laboratory Accreditation Inc(CALA) to perform Breathable Air Test, Mould Test and Analysis. Proof of accreditation with a copy of the laboratory's and any sub-contract laboratories' scopes of accreditation must be provided.
- .2 Meet the QA/QC guidelines and standards outlined in reports CCME EPC-NCS62E and CCME EPC-NCS66E, December 1993.

1.05 WORK TO INCLUDE

- .1 Provision of bottles and necessary preservatives for the collection of inorganic, metals, organic and microbiological parameters, as specified by the New Brunswick Department of the Environment guidelines.
- .2 Maximum elapsed time between receipt of samples by the laboratory and analysis for asbestos is 24 hours. In an emergency situation as determined by the Engineer, analysis for asbestos may be required within 4 hours from time of sample receipt, for Health and Safety reasons.

- .3 In an emergency, maximum elapsed time between receipt of samples by the laboratory and analysis for total petroleum hydrocarbons (TPH) is 8 hours.

1.06 DOCUMENTS REQUIRED

- .1 Maintain at the laboratory, one copy of the specification.

1.07 EQUIPMENT REQUIRED

- .1 Equipment required, but not limited to the following:
 - .1 Personal pump sets and collection media for fibres, dust, particulate, and gaseous contaminants;
 - .2 Direct reading meters for temperature, relative humidity, CO, LEL and oxygen; and contaminants;
 - .3 A portable mass spectrometer, gas chromatograph, photoionization detector (VOCs), dust meter/equipment for sampling airborne microbiologicals (moulds and fungi) and equipment for conducting stack emissions testing.

1.08 CODES AND STANDARDS

- .1 In addition to the requirements of article 2, perform work and enforce safety measures in accordance with the Canada Labour Code Part 2; the National Building Code of Canada, WorkSafeNB and CSA Standard for Breathable Air Z180.1- Latest Edition unless otherwise specified.
- .2 Contractor must be registered with the WorkSafeNB.
- .3 In the event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .4 If work is to be carried out in a confined space the Engineer will identify this on the CF 942, Call-Up Against a Standing Offer. The Contractor must provide a copy of their Confined Space Certification upon request by the Engineer.

1.09 WORK REQUISITION

- .1 The Contractor will provide service during normal working hours, 0730 to 1600 hrs., Monday to Friday inclusive.
- .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, will advise the Engineer of a telephone number and location at which they or their personnel may be contacted at any time. This will include a Laboratory Supervisor toward whom all procedural questions and concerns shall be directed, as well as the telephone numbers for the Contractor's personnel that will pick-up and deliver the samples for testing and analysis.
- .4 When service is requested, the Engineer or authorized person will notify the Contractor and detail the job. Service will be requested on form CF 942, Call-Up Against a Standing Offer Agreement. This form will detail the work to be performed and will be signed by an authorized person. One copy of this form will be given to the Contractor.

- .5 The Contractor will retain the signed copy of the form and return a copy and one copy of the company service report with their invoice after completion of the work to the Engineer within 10 working days.

1.10 QUANTITIES AND BASIS FOR PAYMENT

- .1 The Contractor will submit prices for items indicated at Annex A. Such prices will include transportation, equipment, expenses and profit.
- .2 Testing not listed in Annex A may be required and a quote will be requested before testing. Payment will be made on the basis of actual quantities analyzed.
- .3 Charges may be verified by government audit before or after payment is made under the terms of this agreement.

1.11 INVOICING

- .1 The original invoice will include a copy of all company service reports covering each service call, complete with date and hours worked and material used to include copy of your purchase invoice for that material, as well as a copy of the call up will be submitted to the Engineer.

1.12 SECURITY CLEARANCES

- .1 The Contractor shall maintain an up to date roster of employees involved in this Service Contract including managers, supervisors and labourers. This roster shall be made available to the Engineer upon demand.

1.13 CONTRACTOR PASSES

- .1 All Contractor employees will carry an authorized Contractor Pass on their persons when employed on DND property. Such passes will be produced when requested by the Military Police, Commissionaires, Security Guards and persons in authority.
- .2 The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section in building F-19 for the issuance of pass.
- .3 A photocopy of passes is 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 Supervisor.

END OF SECTION

1.01 SAFETY MEASURES

- .1 Observe and enforce safety regulations required by the Canada Labour Code Part 2; Provincial Government; WorkSafeNB, and Municipal Statutes and Authorities.
- .2 In event of conflict between any provisions of above authorities, the most stringent provision will apply.
- .3 The Contractor shall ensure that employees have sufficient personal protective equipment to guard them from all hazards to which they may be exposed.

1.02 WHMIS

- .1 Comply with regulations regarding Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.

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 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

1.01 GENERAL

- .1 Contractors 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 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste on site. All wastes must be disposed of in designated containers.
- .2 All potential hazardous wastes must be disposed of in a proper manner.

1.03 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work ie. fuels, oils, lubricants, etc.
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill of over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the 5 CDSB Gagetown firehall, Tel 1-506-422-2000 local 2106 and take necessary remedial action.

END OF SECTION

Annex B
Job No. L-G2-9900/1797
2018-07-20

Supply and Analysis of Metal Test Coupons

Description of Work:

Contracting Laboratory is to supply three (3) of each of the follow metal test coupons:

Mild Steel
Copper
Lead

The coupons will be approximately 9.5mm x 75mm x 1.5mm (3/8" x 3" x 1/16") in size. The mass of each coupon is to be recorded at the laboratory and each coupon is to be made identifiable for analysis when returned after exposure to the distribution system water flow for approximately 180 days. Identification must indicate location of test rack, i.e. Water Treatment Plant (WTP), Waste Water Treatment Plant (WWTP) and Theatre (T). Water Treatment Plant coupons will be exposed to untreated water, the other locations are treated water.

Analysis will include mass lost as an indication of corrosion and extent of pitting in each material at each location. A report that details the extent of each type of corrosion is to be provided that suggests the efficacy of the zinc orthophosphate program with recommendations of changes to the initial concentration of chemical injected at the Water Treatment Plant to maximize protection of inner pipe surfaces.

Coupons will be picked up and delivered back to the laboratory by 5 CDSB Gagetown Water Treatment Plant personnel.

All analysis to be done to ASTM standards for corrosion analysis.