



**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 POL Waste Removal	
Solicitation No. - N° de l'invitation W0501-20V003/A	Date 2020-09-02
Client Reference No. - N° de référence du client W0501-20V003	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-004-4520
File No. - N° de dossier STJ-0-43008 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-15	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Johnston (STJ), Edward	Buyer Id - Id de l'acheteur stj004
Telephone No. - N° de téléphone (506)343-6382 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE AS PER CALL UP PO BOX 17000 STN FORCES OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	10
6.1 INSURANCE REQUIREMENTS	10
6.2 FINANCIAL CAPABILITY	ERROR! BOOKMARK NOT DEFINED.
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	10
A. STANDING OFFER.....	10
7.1 OFFER.....	10
THE OFFEROR OFFERS TO PERFORM THE WORK IN ACCORDANCE WITH THE SPECIFICATION AT ANNEX "D"	10
7.2 STANDARD CLAUSES AND CONDITIONS.....	10
7.3 TERM OF STANDING OFFER	10
7.4 AUTHORITIES	10
7.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
7.6 IDENTIFIED USERS.....	12
7.7 CALL-UP INSTRUMENT	12
7.8 LIMITATION OF CALL-UPS	12
7.9 FINANCIAL LIMITATION - TOTAL	12
7.10 PRIORITY OF DOCUMENTS	13
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
7.12 APPLICABLE LAWS.....	13
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	13
B. RESULTING CONTRACT CLAUSES	13

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

7.1	STATEMENT OF WORK.....	14
7.2	STANDARD CLAUSES AND CONDITIONS.....	14
7.3	TERM OF CONTRACT	14
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14
7.5	PAYMENT	14
7.6	INVOICING INSTRUCTIONS	14
ANNEX "A"	16
	BASIS OF PAYMENT	16
ANNEX "B"	23
ANNEX "C"	27
	COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR	27
ANNEX "D"	28
	SPECIFICATION.....	28

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:
 - 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, 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 Petroleum, Oil and Lubricant (POL) and Hazardous Waste at the Base and Training Area from 5 CDSB Gagetown, Oromocto, New Brunswick and as specified herein.

The work will be performed as and when requested, from the date of award for a period of three (3) years. 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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.13 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2020/05/28) 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.

Offers by facsimile will be accepted. Facsimile number is (506) 636-4376.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

NOTE: THIS IS NOT A PUBLIC OPENING

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: 2019-01](#) 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, 2020/05/04)

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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>). 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/canada-labour's) 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 in 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)

6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011/05/16) Financial Capability

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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2005](#) (2017/06/21) 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 the date of award for a period of three (3) years.

7.4 Authorities

7.4.1 Standing Offer Authority

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

The Standing Offer Authority is:

Name: Edward Johnston
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 126 Prince William Street
Saint John, New Brunswick
E2L 2B6
Telephone: (506) 343-6382
Facsimile: (506) 636-4376
E-mail address: Edward.johnston@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: _____
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: 2019-01 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

7.6 Identified Users

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

Contracts office
5 Engineering Services Unit
5 CDSB Gagetown
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 - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$534,782.61 (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.

(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 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2020/05/28), 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**

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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](#) (2020/05/28), 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

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
C1000C	Single Payments	2008/05/12

7.6 Invoicing Instructions

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

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
Removal and Disposal of Petroleum, Oil and Lubricant (POL)
Date of award for a period of three (3) years

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Credit for Recovery of Non-Contaminated Drummed or Tanked Oil. (This can be bulked in a pumper truck) Shown as Credit on Monthly Invoice	Litres	400,000		
2	Disposal of Low Flash Fuel	Litres	2000		
3	Disposal of Used Vehicle Glycol	Litres	40,000		
4	Disposal of Transmission Fluid	Litres	10,000		
5	Disposal of Aviation Fuel	Litres	26,000		
6	Disposal of Contaminated Waste Water (Water contains small amounts of oil, glycol, hydraulic fluid and grease)	Litres	500,000		
7	Disposal of one (1) litre Grease Tubes, including 205 litre Drum Liner (Load the on-site drum liner, with waste, to truck and remove from site)	Each	4 drum liners		
8	Disposal of 205 litre Drums of Oil Filters (Load the on-site drums, with waste, to truck and leave clean empty replacement drums)	Each	70 drums		
9	Disposal of 205 litre Drums of Fuel Filters (Load the on-site drums, with waste, to truck and leave clean empty replacement drums)	Each	30 drums		
10	Disposal of 205 litre Drum Liners of Oily Rags (Load the on-site drum liner, with waste, to truck and remove from site)	Each	900 drum liners		
11	Disposal of 205 litre Drum Liners of Plastic Oil Containers (Load the on-site drum liner, with waste, to truck and remove from site)	Each	900 drum liners		

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
12	Disposal of 205 litre Drums of Oil Absorbent Material ie: Absorb-all (Load the on-site drums, with waste, to truck and leave clean empty replacement drums)	Each	250 drum		
13	Disposal of Aviation Refuelling Hoses 6 centimeters in diameter by 15 meters long (Load onto truck and remove from site)	Each	20 hoses		
14	Disposal of Empty 20 litre Plastic Oil Containers (Remove containers from site)	Each	1000 containers		
15	Decontamination and Disposal of Empty 205 litre on-site Metal and Plastic Drums (Remove drums from site)	Each	30 drums		
TOTAL ESTIMATED COST					\$

ANNEX "A"
BASIS OF PAYMENT
Removal and Disposal of Hazardous Waste
Date of award for a period of three (3) years

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	1 drum		
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	1 pail		

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	1 drum		
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	3 drums		
17	Disposal of Waste Bulked in 205 litre drums: Contaminated Sand Blast Grit generated from Paint Shops (No Lead Content)	Each	60 drums		
18	Disposal of Waste Bulked in 205 litre drums: Electrical Ballasts and Capacitors containing PCB's	Each	1 drum		
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	2 drums		
21	Disposal of Waste Bulked in 205 litre drums: Aerosols (Level III)	Each	2 drums		
22	Disposal of Waste Bulked in 205 litre drums (approximate weight 300kg): Alkaline Batteries (UN3028)	Kilogram	5000		
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	1000		

Item #	Class of Service	Unit of Measure	Estimated Quantity	Unit Price	Total
24	Disposal of Waste Per Kg: Wet Alkaline Batteries (UN2795)	Kilogram	30		
25	Disposal of Waste Per Kg: Magnesium Batteries (UN2813)	Kilogram	30		
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	7 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	3 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	3 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	500		
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	700		
31	Disposal of Zinc Filters approximately 600 millimeters by 900 millimeters in size	Each	15 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	1 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	2 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	2 samples		
35	Disposal of Waste Bulked in 20 litre pail; Ethanol (UN 1170)	Each	2 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	13000		
38	Disposal of Waste Bulked in 20L Pails: Refridgerant (UN1956)	Each	1 pail		
39	Disposal of Waste Bulked in 205L Drums: Flopam	Each	1 drum		
40	Disposal of Waste Bulked in 20L Pails: Medical Oxygen (UN1072)	Each	1 pail		
41	Disposal of Waste: Calibration Gas Cylinders (UN1956)	Each	5		
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	2 drums		
44	Disposal of Waste: Ethanol Alcohol Quick Start Cylinder (UN1993)	Each	2 Cylinders		
45	Disposal of Waste : 1 LB Propane/Butane Cylinder (UN1011)	Each	2 Cylinders		
46	Disposal of Waste: 1 LB Proplene Gas Cylinder (UN1077)	Each	2 Cylinders		
47	Disposal of Waste: 205L Propane Gas Cylinder (UN1978)	Each	2 Cylinders		
48	Disposal of Waste: Carbon Dioxide Cylinder (UN1013)	Each	3 Cylinders		

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

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	2 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	2 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	\$50,000	\$50,000
TOTAL ESTIMATED COST					\$

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.

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
BASIS OF PAYMENT – Summary
Date of award for a period of three (3) years

BASIS OF PAYMENT - Summary	Total Estimated Amount used for Evaluation
BASIS OF PAYMENT - Removal and Disposal of Petroleum, Oil and Lubricant (POL)	\$ _____
BASIS OF PAYMENT- Removal and Disposal of Hazardous Waste	\$ _____
TOTAL	\$ _____

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,*

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

*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.

Solicitation No. - N° de l'invitation
W0501-20V003/A
Client Ref. No. - N° de réf. du client
W0501-20V003

Amd. No. - N° de la modif.
File No. - N° du dossier
STJ-0-43008

Buyer ID - Id de l'acheteur
STJ004
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"
SPECIFICATION

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Procurement and Contracting Requirements</u>		
	Instruction to Bidders	10
<u>General Requirements</u>		
	Health and Safety Requirements	2
	DND Fire Safety Requirements	3
	Environmental Procedures	1
<u>List of Annexes</u>		
Annex A	POL and POL Waste Collection Points at 5 CDSB Gagetown	3
Annex B	POL and POL Waste Collection Points for Armouries in New Brunswick and PEI	1

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, analyzing, packaging, labeling, transportation, storage, treatment, destruction and disposal of Hazardous Waste at an approved Hazardous Waste disposal site.
- .3 The work will include: collection, packaging, labeling, transportation, storage, treatment, destruction and disposal of POL and POL waste at an approved POL waste disposal site.

1.02 DURATION OF CONTRACT

- .1 This Standing Offer will extend from 01 April 2020 to 31 March 2022.

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 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 own and operate a POL waste transfer facility in the Maritimes Provinces. This POL waste transfer facility must be capable of receiving and storing all types of POL and POL waste indicated in the attached "Annex C" POL and POL Waste Types and Quantities. The Engineer retains the right to inspect this facility at any time.

- .4 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.
- .5 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.
- .6 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.
- .7 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.
- .8 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.
- .9 All permits and licenses must remain current throughout the life of Standing Offer Agreement.

1.05 Point of Contact

- .1 As defined and stated in this specification, will be the Contracts Officer of 5CDSB or a designated representative. The address is:
Contracts Office
Building B10
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 Hazmat staff.
- .2 Movement around the site is subject to restrictions laid down by the Hazmat staff.
- .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.

- .5 Travel in the training area is prohibited without prior authority from Range Control at building K69 (506) 422-3121.

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.

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 All trucks must be equipped with a pumping system capable of pumping POL from drums and holding tanks.
- .6 The Contractor must have the trucks and transportation services required to transport the volumes and types of POL and POL waste stipulated in this specification.
- .7 All vehicles used for the transport of POL and POL waste stipulated in this specification must be registered, licensed and approved by the authority having jurisdiction for transport of POL and POL waste at any location forming part of the route to the Contractor's POL waste transfer facility.
- .8 A Three ton with lift gate is required when picking up waste packaged in drums and other solids.
- .9 IBC Totes: A total of 16 open-topped IBC totes will be provided by the contractor for the handling and transportation of oily rags, plastic containers and 20 litre pails. The totes will be stored at the 5 CDSG Hazardous Waste Facility. The contractor will remove the full totes at each pick-up and leave an empty tote for each full tote removed.
- .10 Due to the limited pick up areas tractor trailers cannot be used.
- .11 No Sub-Contractor will be used unless authorized by the Hazmat staff.

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 Hazmat staff.
- .3 Within 5 CDSB Gagetown there are approximately forty-three (43) collection points as detailed in Annex "A" POL and POL Waste Collection Points at 5 CDSB Gagetown. These require collection on a monthly basis, unless otherwise directed by the Hazmat staff.
- .4 Collection points also include Armouries in New Brunswick and Prince Edward Island as detailed in Annex "B" POL and POL Waste Collection Points for Armouries in New Brunswick and Prince Edward Island. These require collection as detailed in Annex "B", unless otherwise directed by the Hazmat staff.
- .5 Prior to leaving the collection point, the Contractor must accurately quantify all volumes of wastes in units shown in Annex "C" POL and POL Waste Types and Quantities and submit the quantities to the Hazmat staff.

- .6 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 Schedule

- .1 POL waste collections will be performed during the first week of every month, unless otherwise directed by the Hazmat staff.

1.16 SAMPLING

- .1 Results of any sampling analyses must be returned to the Hazmat staff 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 Enviro Staff on form 942, 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 The Contractor will submit prices for the following as described in Annex "C" POL and POL Waste Types and Quantities and in accordance with the specification. Such prices will include supervision, expenses, tools, equipment, profit and transportation (travel time to and from the contractors base of operation will be included in the rates provided).
 - .1 Credit for Recovery of Non-Contaminated Drummed or Tanked Oil. **Estimated Quantity: 400,000 litres. Note: This would appear as a credit on the Contractors monthly invoice.**
 - .2 Disposal of Low Flash Fuel. **Estimated Quantity: 2,000 litres.**
 - .3 Disposal of Used Vehicle Glycol. **Estimated Quantity: 40,000 litres.**
 - .4 Disposal of Transmission Fluid. **Estimated Quantity: 10,000 litres.**
 - .5 Disposal of Aviation Fuel. **Estimated Quantity: 26,000 litres.**
 - .6 Disposal of Contaminated Waste Water. **Estimated Quantity: 500,000 litres.**
 - .7 Disposal of one (1) litre Grease Tubes, including 205 litre Drum Liner. **Estimated Quantity: 4 Drum Liners.**
 - .8 Disposal of 205 litre Drums of Oil Filters. **Estimated Quantity: 70 Drums.**
 - .9 Disposal of 205 litre Drums of Fuel Filters. **Estimated Quantity: 30 Drums.**
 - .10 Disposal of 205 litre Drum Liners of Oily Rags. **Estimated Quantity: 900 Drum Liners.**
 - .11 Disposal of 205 litre Drum Liners of Plastic Oil Containers. **Estimated Quantity: 900 Drum Liners.**
 - .12 Disposal of 205 litre Drums of Oil Absorbent Material. **Estimated Quantity: 250 Drums.**
 - .13 Disposal of Aviation Refuelling Hoses 6 centimeters in diameter by 15 meters long. **Estimated Quantity: 20 Hoses**
 - .14 Disposal of Empty 20 litre Plastic Oil Containers. **Estimated Quantity: 1,000 Containers.**
 - .15 Decontamination and Disposal of Empty 205 litre on-site Metal and Plastic Drums. **Estimated Quantity: 30 Drums.**
- .8 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.

- .9 Credit for Group 1 as detailed in Annex "C" will be calculated by the amount, in litres, of product removed from the site. Not by the volume of the storage containers.
- .10 Payment for Groups 2 to 6 as detailed in Annex "C" will be calculated by the amount, in litres, of product removed from the site. Not by the volume of the storage containers.
- .11 Payment for Groups 7 to 12 as detailed in Annex "C" will be calculated by the number of full drums or drum liners of product removed from the site.
- .12 Payment for Groups 13 to 15 as detailed in Annex "C" will be calculated by the number of empty hoses, containers or drums removed from the site.
- .13 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.
- .14 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 Hazmat section 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 11, 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.

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

**POL and POL Waste Collection Points at
 5 CDSB Gagetown**

1. BARREL PICK-UP				
NO.	BUILDING	LOCATION	DESCRIPTION	REMARKS
1	B1	Inside Building		
2	B7	Inside Building		
3	B9	Inside Building and Shed		
4	B14	Inside Building		
5	B52	Behind B19		
6	B58	Inside		
7	B59			HAZMAT BUILDING
8	C8	Inside Building		
9	C9	Inside		
10	D56	Inside Building		
11	D57	Inside Building		
12	D58	Inside Building		
13	J1	Outside Sheds		5 Sites
14	J7	Inside Building		3 Sites
15	J9	Outside Shed		
16	J10	Outside Shed		
17	K1	Inside		Leave 20 litre Pails
18	K4	Inside Door 7		
19	K6	Outside Shed		
20	K8	Inside		
21	K10	Inside		
22	K13	Inside		
23	K14	Inside		
24	K15	Inside		
25	K16	Inside		
26	K17	Outside Shed		
27	K20	Outside		
28	K61	Outside Shed		
29	K73	Outside Shed		
30	K77	Outside Shed		2 Sites
31	K87	Outside Shed		2 Sites
32	L10	Outside Shed		Grey in Color
33	L33	Inside		Maintenance Area
34	L33	Outside Shed and Inside (LFAA)		
35	LW3	Inside		Located in Training Area
36	LW5	Inside		Located in Training Area
37	Camp Petersville	Shed by Tent		Located in Training Area
38	WTP (Tank Park)	Sea Container and Inside WP 4		Located in Training Area
39	BIO Pad	Outside		Located in Training Area
40	Swan Lake	Inside		Located in Training Area

**POL and POL Waste Collection Points at
5 CDSB Gagetown**

2. PUMPER TRUCK PICK-UP				
NO.	BUILDING	CONTAINER STYLE	DESCRIPTION	REMARKS
1	A15	AGST (2000 litres) Myers 035	Waste Oil	
2	B1	AGST (2000 litres) Myers 014	Waste Oil	
3		Barrels		
4	B9	Heated Tank (4546 litres)		Water Drums Inside
5		Barrels		
6	B14	AGST (500 litres) Myers 002	Waste Oil	
7	B19	AGST Heated		End of Building
8	B52	AGST (2000 litres) Myers 037	Waste Oil	
9	B54	Barrels		
10	B58	Barrels		
11	B59	UGST Plus Barrels	Miscellaneous	
12	C7	Barrels		
13	C8	AGST (4500 litres)	Waste Oil	
14	C9	AGST (2000 litres) Myers 006		
15	D56	AGST (>2500 litres) Myers 011	Waste Oil	Plus Barrels
16		AGST (>2500 litres) Myers 036	Waste Oil	
17		AGST (>2500 litres) Myers	Waste Coolant	
18	H19	Barrels		
19	J1	AGST (4546 litres)	Waste Oil	
20		AGST (<2500 litres) Myers 003		
21	J8	AGST (1377 litres)	Waste Oil	
23	J9	AGST (1377 litres)	Waste Oil	
24	J10	AGST (2000 litres) Myers 009	Waste Oil	
25		Barrels		
26	K1	AGST (2000 litres) Myers 010	Waste Oil	
27		Barrels		
28	K4	ASGT (7579 litres)	Waste Oil	
29		AGST (1500 litres) Myers 039	Waste Oil	
30		AGST (4700 litres)	Waste Coolant	
31	K6	AGST (2000 litres) Myers	Waste Oil	
32		Barrels		
33	K8	AGST (2000 litres) Myers 013	Waste Oil	
34	K10	AGST (2000 litres) Myers 015	Waste Oil	
35	K14	AGST (2000 litres) Myers 016	Waste Oil	
36	K15	AGST (2000 litres) Myers 017	Waste Oil	
37	K16	AGST (2000 litres) Myers 018	Waste Oil	
38	K17	AGST (1069 litres)	Waste Oil	Two (2) Tanks
39		AGST (1069 litres)	Waste Coolant	
40		AGST (1069 litres)	Waste Trans Fluid	
41		AGST (2000 litres) Myers 019	Waste Oil	
42	K19	AGST (2000 litres) Myers 025	Waste Oil	
43		AGST (2273 litres)		
44	K20	UGST	Contaminated Water	Two (2) Tanks
45		UG Sump Pump		Five (5) Pumps

**POL and POL Waste Collection Points at
 5 CDSB Gagetown**

2. PUMPER TRUCK PICK-UP Cont'd				
NO.	BUILDING	CONTAINER STYLE	DESCRIPTION	REMARKS
46	K60	AGST (10000 litres)	Waste Oil	
47	K61	Barrels	Turbo	
48	K72	AGST (1377 litres)	Waste Oil	
49	K73	AGST (4687 litres)	Waste Oil	
50		AGST (1500 litres)	Waste Coolant	
51		AGST (1500 litres)	Waste Oil	
52		AGST (1250 litres, square)	Waste Coolant	
53		AGST (1250 litres, square)	Waste Oil	
54	K77	AGST (500 litres) Myers 022	Waste Oil	
55		AGST (500 litres) Myers 008	Waste Oil	
56	L4	Westeel (2500 litres)		
57	L10	AGST (1377 litres)	Waste Oil	
58	L33	AGST (>2500 litres) Myers 023	Waste Oil	
59		AGST (>2500 litres) Myers 024	Waste Oil	
60	L33	AGST (>2500 litres) Myers	Waste Oil	
61		AGST (>2500 litres)	Waste Coolant	
62		AGST (>2500 litres)	Waste Coolant	
63	N102	AGST (500 litres)	Waste Oil	
64	LW3	AGST (>2000 litres) Myers 026	Waste Oil	Located in Training Area
65		AGST (>2000 litres) Myers 027	Waste Oil	Located in Training Area
66		AGST (<2500 litres) Myers	Waste Coolant	Located in Training Area
69	PC54 (Petersville)	AGST (2000 litres) Myers 029	Waste Oil	Located in Training Area
67	Swan Lake	AGST (2000 litres) Myers 028	Waste Oil	Located in Training Area
68		Barrels		Located in Training Area
69	WTP (Tank Park)	AGST (2000 litres) Myers 030	Waste Coolant	Located in Training Area
70		AGST (2000 litres) Myers 031	Waste Oil	Located in Training Area
71		Barrels		Located in Training Area
UG - Underground AGST - Aboveground Storage Tank UGST - Underground Storage Tank				

**POL and POL Waste
 Collection Points
 for Armouries in New
 Brunswick and PEI**

NO.	BUILDING	ADDRESS	CONTAINER STYLE	DESCRIPTION
1. Approximately 1000 litres of Waste POL (Groups 2 to 6 of Annex "C") would be removed three (3) times a year from the sites listed below				
1	Moncton Garrison	Edmonton Avenue, Moncton, NB		
2	Barrack Green Armoury	60 Broadview Avenue, Saint John, NB		
3	HMCS Brunswicker	160 Chesley Avenue, Saint John, NB		
4	Bathurst Armoury	1820 King Street, Bathurst, NB		
5	Sussex Armoury	9 Leonard Drive, Sussex, NB		
6	Woodstock Armoury	107 Chapel Street, Woodstock, NB		
7	Support Detachment	88 Watts Ave, West Royalty Park, Charlottetown, PEI		
2. Pick up from the sites listed below is seldom required. If required, only a Pumper Truck would be needed.				
1	Fredericton Armoury	3 Carleton Street, Fredericton, NB		
2	Newcastle Armoury	305 George Street, Miramichi, NB		
3	Grand Falls Armoury	576 Madawaska Road, Grand Falls, NB		
4	Edmundston Armoury	145 Martin Street Edmundston, NB		
5	Campbellton Armoury	169 Water Street, Campbellton, NB		
6	Queen Charlotte Armoury	3 Haviland Drive, Charlottetown, PEI		
7	HMCS Queen Charlotte	210 Water Street Parkway, Charlottetown, PEI		
8	Brighton Compound	1029 Brighton Road, Charlottetown, PEI		
9	Summerside Armoury	10 Parkway Drive, Summerside, PEI		