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PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

Public Works and Government Services Canada (PWGSC) has a requirement, on behalf of the Department of National Defence (DND), to establish a Regional Individual Standing Offer (RISO) for Fire Alarm Systems at various locations across the province of Newfoundland and Labrador.

Work under this RISO will comprise the furnishing of all labor, materials, tools and equipment required for the repair, maintenance, testing and installation of building fire alarm systems in various buildings at 9 Wing Gander and Armouries at Grand Falls-Windsor, Corner Brook and Stephenville, NL.

The term for the RISO will be two (2) years from the date of issuance, on an "as and when requested basis." Individual call-up amounts will vary, up to a maximum of \$25,000.00 (HSTI). A standing offer is an agreement and not a contract. Canada does not guarantee that the full amount, or that any amount, will be called-up on any resultant standing offer.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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3. Debriefings

After issuance of a standing offer, 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

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 **(2012-07-11)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

1.1 SACC Manual Clauses

SACC Manual clause M0019T **(2007-05-25)**, Firm Prices and/or Rates.
SACC Manual clause M1004T **(2011-05-16)**, Condition of Material.

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.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Financial Offer

Section II: Certifications

Prices must appear in the financial offer only, located in Annex "B" - Basis of Payment. 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 (found at:

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Annex "B" - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

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Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the solicitation in order to enable full and complete evaluation.

1.2 Financial Evaluation

1.2.1 SACC Manual clause M0220T **(2007-05-25)**, Evaluation of Price.

1.2.2 Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra). Offerors are required to complete all line items in Annex "B" - Basis of Payment, or their offer may be considered non-responsive.

2. Basis of Selection

2.1 SACC Manual clause M0069T **(2007-05-25)**, Basis of Selection.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1** Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

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

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C.. 1995, c. 44;
- () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with 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 with FPS , offerors must provide the information required below.

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, in the context of the fee abatement formula, 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 FPS . 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

Is the Offeror a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Offeror must provide the following information:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A."

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ **(to be completed by PWGSC upon award).**

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Nikki Hoskins
Supply Specialist
Public Works and Government Services Canada (PWGSC)
Acquisitions Branch
Real Property Contracting (RPC)

P.O. Box 4600
10 Barter's Hill
St. John's, NL
A1C 5T2

Telephone: (709) 772-8192

Facsimile: (709) 772-4603

E-mail address: Nicole.Hoskins@pwgsc-tpsgc.gc.ca

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

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

4.3 Offeror's Representative

Name: _____

Telephone Number: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of National Defence (DND).

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ **(to be completed by PWGSC upon award) (Goods and Services Tax or Harmonized Sales Tax 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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 **(2012-07-16)** General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C **(2012-07-16)**, General Conditions - Services (Medium Complexity);
- e) Annex "A" - Statement of Work;
- f) Annex "B" - Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

10. Certifications

10.1 Compliance

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

11. Applicable Laws

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

12. SACC Manual Clauses

SACC Manual clause M3800C **(2006-08-15)**, Estimates.

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B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C **(2012-07-16)**, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 13, Interest on Overdue Accounts, of 2010C **(2012-07-16)**, General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" - Basis of Payment, up to a cost of \$_____ **(to be completed by PWGSC upon award)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

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.

Material and Replacement Parts

The Contractor will be reimbursed for the Material and Replacement Parts reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost, plus any applicable mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$_____ *(to be completed by PWGSC upon award)*

**Total Estimated Contract Price: \$_____ *(to be completed by PWGSC upon award)*,
GST/HST extra**

4.2 Limitation of Price

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

4.3 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment.

4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department.

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 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.

5.2 Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance.

7. SACC Manual Clauses

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations.

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ANNEX "A"

STATEMENT OF WORK

(16 Pages attached below)

ANNEX "B" BASIS OF PAYMENT

Item No.	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) GST/HST extra	Extended amount (EQ x PU) GST/HST extra
1	Service Call - Technician				
a	Regular Hours (Monday - Friday)	Hours	300	\$	\$
b	Travel from shop to job site (Monday - Friday)	Hours	28	\$	\$
c	Outside regular hours including weekends & Federal holidays	Hours	50	\$	\$
d	Travel from shop to job site (outside regular hours, weekends & Federal holidays)	Hours	28	\$	\$
2	Technician Assistant				
a	Regular Hours (Monday - Friday)	Hours	300	\$	\$
b	Travel from shop to job site (Monday - Friday)	Hours	28	\$	\$
c	Outside regular hours including weekends & Federal holidays	Hours	50	\$	\$
d	Travel from shop to job site (outside regular hours, weekends & Federal holidays)	Hours	28	\$	\$
4	Materials				
	Materials & replacement parts (except free issue) at Contractor's actual purchase price plus a mark-up percentage	Lump Sum	\$25,000.00	Mark-up _____%	
TOTAL EXTENDED AMOUNT (TEA)				\$	
Excluding GST / HST					

The "Estimated Total Quantity" is only an estimate for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

Each item specified in the Unit Price Table above include wages, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

* To calculate the Estimated Total Price for Material and Replacement Parts, multiply the Mark Up percentage by the Estimated Total Quantity and add that number to the Estimated Total Quantity.

[Estimated Total Price = (Estimated Total Quantity) + (Estimated Total Quantity x % Mark Up)

**DEPARTMENT OF NATIONAL DEFENCE
9 WING CFB GANDER
GANDER, NEWFOUNDLAND**

**SPECIFICATION
STANDING OFFER AGREEMENT**

**VARIOUS BUILDINGS
FIRE ALARMS SYSTEMS
9 WING CFB GANDER**

<u>Section</u>	<u>Title</u>	<u>Pages</u>
01005	General Instructions	3 – 6
16722	Fire Alarms	7 – 8
01600	Materials and Equipment	9
16010	Electrical Requirements	10
01546	Fire Safety Requirements	11
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Section 01005

General Instructions

1. General

The Department of Public Works and Government Services Documents are part of this specification and shall govern the work of all trades herein.
2. WCEO Representatives
 1. The Wing Fire Chief (WFC) is the representative of the Wing Construction Engineering Officer (WCEO).
 2. The address of the WFC is:
Wing Construction Engineering Section
9 Wing, CFB Gander
P. O. Box 6000
Gander, NL A1V 1X1
 3. All invoicing shall be to this address.
3. Certification
 1. The Contractor's personnel must provide proof of Fire alarm certification in order to conduct testing or provide any maintenance work on the Fire detections system.
 2. At any time during the term of this Agreement "The Contractor's Personnel" are denied certification this Agreement will be Null and Void.
4. Site Access
 1. Access to the site is under the direction of the Departmental Representative. **"IAW Queens Regulations and Others" All Visitors entering areas issuing a daily pass will be required to sign an acknowledgement that they are aware of the requirement for search as a condition of issue.**
 2. The Contractor and Contractor's employees must comply with Para. 1 above Standing Orders as lay down by the Wing Authorities while working within the Wing confines.
5. Sites of Work

Work to be performed in various buildings throughout CFB Gander and the Lodger buildings including the 3 Armouries; Stephenville, Corner Brook, Grand Falls and any other further site expansion.
6. Description of Work
 1. Work under this Agreement comprises of the furnishing of all labour, materials and equipment required to service by trouble-shooting for defects and repair or replace if necessary any defective part(s) of equipment.
 2. The Contractor is required to conduct the annual fire alarm CSA/ULC S536 testing on an "as and when required basis" within

various buildings at 9 Wing CFB Gander and the 3 Armouries; Stephenville, Corner Brook, Grand Falls and any further site expansion.

3. The Fire Alarm system comprises of various types of local building alarm panels. They are: 16 Notifier 1 Mirtone, 3 Cerberus Pytrorronics, 3 Mircom 1000 and 1 Mircom FX2000. All systems are Central monitored at Building 116 through Multiplex Transponders/Receivers and Main Controller ESC 8100.
4. Work further includes:
 - a. Emergency call-out for operational repairs on all equipment on an "as and when required basis".
 - b. Provide service personnel for services calls when requested by site authority.
 - c. On-site repairs and shop repairs. The intent being to provide the necessary services to repair the system with the least uninterrupted services.

7. Limitation

1. The Contractor must be able to work on all equipment from the equipment side of Communication line carriers and Electrical power supplies from the output panel boards.
2. The fire alarm systems must be inspected by a certified agent's representative for the system company or a ULC listed Company. The Company must be certified for the level of that systems complexity.

8. Contractor's Use of Site

Use of site limited to areas of work and storage.

9. Codes and Standards

Perform work in accordance with standard practices, Canadian Standards Association (CSA), National Building Code (NBC), Institute of Electrical and Electronics Engineers (IEEE) and CAN/ULC-S536-97.

10. Notification of Requirements

1. Notification of services "on as and when required"
2. A requisition on an Agreement (CF 942) shall be used to notify the Contractor of requirement against this Standing Agreement. **Whenever possible, 24 hour notice will be given of any work request. In the case of a system fail, that is when the Fire system cannot be restored by Duty Personnel, a minimum of 2 hours response is required.** Request in this case "will be via telephone or fax from the Departmental Representative, Wing Fire Chief or Duty Technician, with a follow up CF 942 the next work day.

11. Service Calls

1. Request for service on equipment shall be from the Departmental Representative. Contractor responding to service calls through any other means, the Departmental Representative shall not be responsible for payments.
2. The Contractor shall provide services during regular working hours 0800 to 1630 hours Monday to Friday.
3. The Contractor shall provide emergency service calls "when requested by the Departmental Representative, Wing Fire Chief or the Departmental Representative's Duty Tech" on a 24 hour, 7 day per week.
4. The Contractor shall not refuse any call for service requested by the proper authority, and shall carry out the service with minimum delay as stated for regular or emergency call request.
5. Service response time shall not be exceeded for repairs.
6. **The Contractor shall notify the Departmental Representative of the emergency telephone numbers at which Contractor or his representative may be contacted directly at any time. Voice mail and pagers not accepted.**

12. Workmanship

1. Perform work in accordance with standard trade practices, CAN/ULC-S536, CAN/ULC-S524, and all regulations in place at the time of work.
2. Decisions as to the quality or fitness of workmanship rest with the Departmental Representative whose decision is final.
3. All work shall be performed by qualified Fire Alarm Technicians. Contractor shall provide Departmental Representative copies of applicable certification prior to commencing work.
4. The Departmental Representative reserves the right to have workers removed from the site who do not possess the necessary certification required by Department of Labour.

13. Irregularities

The Contractor shall notify the Departmental Representative of irregularities in the work area, such as structural defects, mechanical and electrical problems, that may cause a problem to/with the Contract he/she is maintaining.

14. Guarantee

1. All labour, materials and equipment supplied under this Contract

- Warranty shall be warranted for a period of one (1) year after completion of installation.
2. When the Contractor supplies materials and equipment purchased from a supplier or manufacturer, the Contractor shall obtain from such supplier or manufacturer a warranty for the term specified and such warranty shall be made out to the Department of National Defence, 9 Wing CFB Gander, NL.
15. Supplementary Regs
1. The following sections form part of this agreement. The Contractor shall obtain these from the Departmental Representative before commencing to work.
- Security, Safety and Fire Regulations.
 - Access to CCR Tower 1, Hangar 1
2. The Contractor shall ensure all their employees understand and comply with the regulations when working on DND/CF property.
16. WHMIS
1. Comply with requirements of Workplace Hazardous Material Information System (WHMIS) regarding use handling, storage and disposal of hazardous materials and labelling of materials safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
2. Supply and deliver copies of WHMIS data sheets to Wing General Safety Officer upon delivery of materials.
17. Clean up
- The Contractor shall keep the site and equipment clear of dust and debris accumulation at all times and at the end of each day, upon completion of work all dirt, debris and surplus materials shall be removed from DND property. The site and equipment left clean and tidy to the satisfaction of the Departmental Representative.
18. Technical Certification
1. The Contractor must provide proof of certified personnel authorized to perform maintenance and validated testing to Building Fire Alarm supervisory systems.
2. Proof of qualifications shall be that stipulated by the Canadian Fire Alarm Association and provided before awarded.
19. Term of Contract
- The term of this Agreement shall be for a period of two (2) years from date of award.

Section 16722

Fire Alarms

1. Description of Work

1. The work under this section comprises of the furnishing of all labour, materials and equipment required for maintenance, repairs and testing to the Fire Alarm Systems at 9 Wing. CAN/ULC S536 testing at three (3) Armouries; Stephenville, Corner Brook, Grand Falls, NL. And CAN/ULC S536 testing of all buildings fire alarms located at 9 Wing Gander.
2. The work further includes minor new installation or relocation of devices on "as and when required" basis.
3. The Contractor will be required to work with various types of equipment:
 - a. Fire Alarms Sub-panels
 - b. Building Fire Alarm Panels (Various manufacturer)
 - c. Suppression Systems
 - d. Fuel and Gases monitors
4. The Contractor will be required to carry out Fire alarm system testing, report, correct system deficiencies and issue S536 certification certificate.

2. Reference Standards

1. The Contractor carry out work on fire alarm systems to:
 - a. CAN/ULC Standard – S537 and S524.
 - b. National Building Code (latest edition).
 - c. Canadian Forces Fire Marshall Directives.
 - d. Provincial and local Fire Authority.

3. General

1. Materials and parts used shall be as specified by the manufacturer of the equipment or as directed by the Departmental Representative.
2. All equipment and parts are to be CSA approved.

4. Manufacturer Directions

All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as specified by the manufacturer unless herein specified by the Departmental Representative.

5. Maintenance Repairs

1. The Contractor shall submit a detailed written estimate of specified repairs when requested by the Departmental Representative. Estimates to include labour, materials and any other associated charges. A detail list of parts or components requiring replacement or refurbishing.
2. On completion of repairs, the Contractor shall present a written report to the Departmental Representative and include:
 - a. A detailed report of the operational condition of all components in the system including a list of parts.
 - b. Recommendation of further repairs or replacement, minor or major necessary for continued efficiency.

6. Qualification and Workmanship of Contractor

1. The Contractor shall directly employ a disciplined organization in the local area as follows:
 - a. Technician with proven experience in the maintenance Electronic equipment and Manufacturer's training.
 - b. Technician with required classifications.
 - c. Ensure availability to respond to a call-out within the allowed two (2) hour time frame for Emergencies twenty-four (24) hours a day, seven (7) days per week.
2. The Contractor shall possess the basic engineering data pertinent to the operation of the systems and a complete operational procedure from the manufacturer of the equipment.
3. Successful Contractor must provide verification of qualifications for all types of specified Fire Alarm systems.

Section 01600

Materials and Equipment

1. General
 1. Use new CSA approved materials and equipment unless otherwise specified.
 2. Within 7 days of written request by the Departmental Representative, submit the following information for materials and equipment proposed for supply.
 - a. Name and address of manufacturer.
 - b. Trade name, model and catalogue number.
 - c. Performance, descriptive and test data.
 - d. Manufacturer's installation or application instructions.
 - e. Evidence of arrangements to procure.
 3. Provide materials and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
 4. Use products of one manufacturer for material and equipment of same type or classification unless otherwise specified.
2. Manufacturers Instructions
 1. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installations methods.
 2. Notify the Departmental Representative of any conflict between the specifications and manufacturers instructions. The Departmental Representative will designate which document is to be followed.
3. Delivery and Storage
 1. Deliver, store and maintain packaged material and equipment with manufacturer's seal and labels intact.
 2. Prevent damage, alterations and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
 3. Store equipment and material in accordance with suppliers instructions
 4. Touch-up damaged factory finish surfaces to Departmental Representative's satisfaction. Use primer or enamel to match original. Do not paint over name plates.

Section 16010

PART 1 - General

Electrical Requirements

1. Reference Canadian Electrical Code 2006 (CEC) or latest edition.
2. Materials and Equipment Provide materials and equipment in accordance with Section 01600.

PART 2 - PRODUCTS

3. Conduits
 1. Steel rigid for hazardous and outdoor / underground locations.
 2. Steel Electrical Metallic (EMT) for inside non hazardous locations.
 3. Steel Flexible for areas of movement.
4. Coupling / Connectors Steel pressure tight for flexible and electrical metallic. Threaded steel fittings for rigid.
5. Boxes Steel flush and surface mount. Knockout where required.

PART 3 – EXECUTION

6. Installation
 1. Install conduits, boxes and fittings to Canadian Electrical Code and National Security Code.
 2. Identify Conduits and Boxes to National Security Code colour code.

Section 01546

Fire Safety Requirements

Fire Safety Requirements

1. Comply with requirements of 9 Wing Contractor Fire Orders for Civilian Contractors as issued by 9 Wing Fire Chief. Copy of Contractors Fire Orders can be obtained by contacting the Departmental Representative.
2. Smoking is not permitted in DND buildings. Smoking is permitted in designated smoking areas only while on DND property.
3. Contractors shall conduct daily "housekeeping" to ensure a safe and hazard-free work site. The highest standard of housekeeping is mandatory in all buildings particularly workshops where combustible dust and cuttings accumulate during the day's activities. Such areas shall be thoroughly cleaned at close up and waste matter disposed of properly.
4. All personnel in the employment of a contractor shall have training in all types of portable fire equipment used on site.
5. The Contractor is responsible for ventilation of the work area and provision of fire extinguishers. Fully charged and operable fire extinguisher(s), appropriate for the type of possible fire, shall be available at the work site.
6. Unauthorized personnel shall not tamper with controls and components of sprinkler and other suppression systems in any manner. Sprinkler piping and heads shall not be obstructed in any manner nor used for supports.
7. Contractors are responsible for providing a FIRE WATCH during all hot work operations. Where hot work operations are carried out on material which transverses more than one area, FIRE WATCH shall be provided for each area. The FIRE WATCH shall stand by with an extinguisher and take the necessary action to suppress a fire.
8. Fire exits, fire escapes, platforms, and doors leading to fire escapes shall not be obstructed in any manner. Fire doors are to be closed except when used for access or egress but maybe left open if equipped with automatic closing devices; fire doors shall not be obstructed in any way.
9. Privately owned electrical appliances shall be approved by the Canadian Standard Association of Canada (CSA), or Underwriters Laboratories of Canada (ULC). Electrical appliances shall be kept in good electrical and mechanical repair.
10. Temporary electrical installations and wiring or modifications to existing installations shall not be made by personnel other than authorized electricians or licensed electrical contractors within the mandate of work prescribed.
11. In the event of a fire while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing Fire Chief at 709 256-1703 Ext. 1242, cellular 709-235-1095 and Departmental Representative 709 256-1703 Ext 1431.

Safety
Requirements

1. The Contractor shall observe and enforce all construction safety measures required by the Canada Labour Code, National Building Code of Canada, National Plumbing Code of Canada, Electrical Code and Provincial and Municipal statutes and authorities.
2. The Contractor shall acknowledge and accept responsibility for compliance with all appropriate provincial and federal health and safety regulatory instruments. Including, but not limited to; Canada Labour Code Part II and Canadian Occupational Health and Safety (COHS) Regulations, Province of Newfoundland and Labrador Occupational Health and Safety Act and Regulations, DND General Safety Policy and Program, and DND General Safety Precautions. In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the work being completed, the more stringent will be applied and enforced.
3. As a minimum, the Contractor's personnel and agents shall wear approved and certified hard hats, safety boots, safety glasses and a reflective safety vest. Depending on the work involved, the contractor's personnel and agents shall supply and use other protective equipment/clothes such as gloves, hearing protection, respirators, and fall protection equipment. The Contractor's on-site Representative and employees shall be trained in the use of personal protective equipment.
4. Contractors (and their sub-contractors) shall provide proof of Worker's Compensation Board Coverage for all their personnel to the Departmental Representative.
5. The Contractor shall appoint a safety officer, who has demonstrated the requisite degree of training and competency and act in that capacity in the particular circumstances of the Contract, and to be responsible for the identification and control of potential safety hazards on the site.
6. The Contractor shall implement and carry out a site specific health and safety hazard assessment as part of the Work. The hazard assessment is to be made in writing and submitted to the project manager for review. The Contractor shall inform all persons granted access to the work area of all know or foreseeable hazards that may be encountered in the work area.
7. The Contractor shall be responsible for ensuring that every person engaged in the work is properly trained in safety procedures. All personnel working to any prescribed hazard must be trained to the regulations of that hazard.

8. DND reserves the right to approve the use of sub-contractors on the work site.
9. Government-owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) shall not be provided to contractors.
10. Contractors will attend and conduct safety meetings for the purpose of informing all concerned of health and safety hazards at the work site.
11. DND has the authority to stop work on the contract if it is their opinion that the contractor is not performing the work safely, or the work is being performed in a manner that is contrary to the requirements of the applicable safety legislation.
12. The Contractor shall provide the project manager with Material Safety Data Sheets (MSDS) for all controlled products under Workplace Hazardous materials Information System (WHMIS) regulations brought on the site. Contractor shall comply with WHMIS regulations.
13. In the event of an incident or an accident while on DND property, the Contractor shall immediately contact the Safety Representative for the site, who will in turn contact the Wing General Safety Officer at (709) 256-1703 Ext 1265. An investigation shall commence and a DND 663 General Safety Hazardous Occurrence Investigation Report shall be completed and forwarded to the Wing General Safety Office as soon as possible.

Environmental
Protection

1. While on DND owned or leased property, each contractor shall ensure compliance with all applicable Federal, Provincial, Municipal legislation and associated regulations. This includes, but is not limited to, the latest editions of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), Fisheries Act, Federal Halocarbon Regulations (2003), Ozone Depleting Substances Regulations (1998), Canadian Environmental Assessment Act (CEAA), Transportation of Dangerous Goods Act, 1992 (TDGA, 1992), National Fire Code of Canada, National Building and Plumbing Codes, Canadian Electrical Code and be in compliance with WHMIS Regulations. Additionally the contractor shall comply with all 9 Wing Gander, 1 Canadian Air Division and/or National Defence Headquarters policies, guidelines and directives. If there is a confusion, overlap, or duplication the most stringent regulation, policy or guideline shall apply.
2. ALL SPILLS (petroleum products, hazmat, and/or halocarbons) regardless of their quantity or source shall be immediately reported to the Commissionaires at (709)256-1703 extension 1725.
3. In the event of a spill or leak of any Hazardous material, the contractor shall immediately respond with adequate resources as deemed appropriate by Wing specialists such as Environment Officer, Hazmat Officer, or Safety Officer (or designated alternates). All clean-up, restoration and rehabilitation shall be conducted in accordance with paragraph 1.
4. In the event of a delayed or inadequate response to an hazardous materials incident, then 9 Wing authorities shall take the necessary measures (actions) to abate, control and clean-up the spill. All costs associated with the incident will be recovered from the contractor.
5. Hazardous materials are present in Wing facilities, including but not limited to asbestos, mercury, chlorinated biphenyls and lead. Prior to any construction, installation, or removal the exact location of such must be checked with the Departmental Representative to determine if a hazardous material is present. Only certified and approved contractors are permitted to handle hazardous materials.
6. Do not dispose of any hazardous waste, products or materials at 9 Wing owned or operated facilities. Contractor is responsible for the disposal of all hazardous waste materials generated on site. All hazardous waste shall be collected, properly stored and disposed of at a provincially approved facility. A copy of the waste manifest must be immediately supplied to the Departmental Representative upon pick up of any hazardous waste. Contractor shall contact the Wing Hazardous Materials Coordinator for advise on hazardous material matters.

Section 01547

HAZARDOUS MATERIAL

1. General

1. Contractors and their Personnel to read and be familiar with this section and its requirements.
2. Contractor to post, in a noticeable location on the job site, the following names and emergency telephone numbers: 9 Wing Gander:
 - a. Wing Fire Chief: 709 256 1703 Ext.1242. Local 1242
 - b. Electrical Engineer: 709 256 1703 Ext 1431 Local 1431
 - c. Wing Hazmat: 709 256 1703 Ext.1265. Local 1265
3. Work with hazardous materials to be done by workers who are thoroughly educated to the risks and handling procedures involved with the materials and are trained in safe work practices.
4. Encounters with material suspected of being hazardous and not previously identified are to be reported to Department representative immediately, and work in this area of project halted until direction is received from Department representative.
5. Contractors are to comply with regulations and procedures or Federal, Provincial, Municipality and 9 Wing Gander Environmental protection agency when dealing with hazardous materials.
6. Enquiries regarding Hazardous Materials to be directed to Department representative.

2. Reference Standards

1. NFC – National Fire Code of Canada latest Edition.
2. CLC- Part 2 - Canada Labour Code.
3. WHMIS – Workplace Hazardous Material Information Systems.
4. Hazardous Products Act.
5. Occupational Health and Safety Regulations.
6. Regulations and standards currently in force for products not covered under WHMIS legislation, designed for the regulation of specific categories of products such as but not limited to:
 - a. Explosives Act.
 - b. Atomic Energy Control Act.

3. Documentation

1. Where Contractor supplied materials or chemicals are of hazardous nature, provide Department representative with two (2) copies of Material Safety Data Sheets (MSDS) for each hazardous product.

- a. Hazardous products that do not have a MSDS sheet are not permitted on DND property.
- b. Information (MSDS) on known or suspected hazardous materials on site can be obtained through Department representative from Hazardous Material Coordinator.

4. Signs and Notices

- 1. Contractor to make available a copy of the MSDS for each product on site, for the information of site workers and visitors to the site.
 - a. Site workers to familiarize themselves with the MSDS for each product.
 - b. Signs and / or notice for safety and instruction to be in both official languages, commonly WHMIS symbols.

5. Safety:

Workers involved with hazardous materials on jobsites to be equipped with all necessary personal protective equipment (PPE) required by Labour Canada and / or Provincial Labour Department.

6. Indemnity

Contractor accepts liability and indemnities to the Department of National Defence and its employees in the event of an injury or damage resulting from the use of or exposure to hazardous materials.

7. Spills and Leaks

- 1. In addition to requirements of Section 01005 – General Instructions deliver and store hazardous materials to the following:
 - a. Incompatible substances and chemicals to be kept segregated at all times.
 - b. Contractor can obtain clarification and identification of subject substances and chemicals through Department representative from Wing Hazardous Coordinator.

8. Compliance

In the event of conflict between requirements, the most stringent requirement governs.

9. Clean-Up

All hazardous material waste to be stored in containers as recommended by manufacturer of the hazardous material and removed from site at the end of the work day.