

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

**John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603**

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

PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet RISO Servicing Boilers - Gander	
Solicitation No. - N° de l'invitation W0213-15G418/A	Date 2015-04-02
Client Reference No. - N° de référence du client W0213-15G418	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-010-6310
File No. - N° de dossier PWD-4-37237 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-20	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Chaulk, Patricia	Buyer Id - Id de l'acheteur pwd010
Telephone No. - N° de téléphone (709)772-8357 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Gander, NL A1V 1X1	
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

Solicitation No. - N° de l'invitation

W0213-15G418/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWD-4-37237

Buyer ID - Id de l'acheteur

pwd010

CCC No./N° CCC - FMS No/ N° VME

INVITATION TO TENDER

Regional Individual Standing Offer (RISO) Servicing Boilers - DND -Gander, NL

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, 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.

1.2 Summary

Public Works and Government Services Canada has a requirement for a Regional Individual Standing Offer (RISO) for the Department of National Defence (DND) for maintenance and repairs of boilers and furnaces at 9 Wing Gander, Gander, NL. The work of this Standing Offer will consist of but will not be limited to, the supply of all labour, materials, tools and equipment necessary to carry out servicing, maintenance repairs and minor alterations for all oil furnaces and boilers at DND buildings, Gander, NL

The term for the standing offer is for 2 years, on an "as and when required basis". A standing offer is an agreement and not a contract.

As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007 offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) 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 Manual clause M1004T (2011-05-16) Condition of Material.

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates.

2.2 Submission of Offers

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

2.3. Former Public Servant (M3025T)

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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 "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____
Master Card _____

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

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

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual clause M0220T (2013-04-25) Evaluation of Price.

- 4.1.2.2** Offerors will be evaluated on the basis of the lowest overall total estimated amount (HST Extra). Offerors are required to bid on all line items in the Basis of Payment, or their bid may be considered non-responsive.

4.2. Basis of Selection

- 4.2.1** SACC Manual clause M0069T (2007-05-25) Basis of Selection

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006.

The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer will be two (2) years from the date of issuance.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Patricia Chaulk
Contracting Officer
Public Works and Government Services Canada (PWGSC)
Acquisitions Branch
Real Property Contracting
P.O. Box 4600
10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: (709) 772-8357

Facsimile: (709) 772-4603

E-mail address: Patricia.Chaulk@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.

6.5.2 Project Authority (*to be completed at time of award*)

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

6.5.3 Offeror's Representative (*to be completed by the Offeror*)

Name: _____

Telephone Number: _____

Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants (A3025C)

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Identified Users

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

6.8 Call-up Instrument

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

6.9 Limitation of Call-ups

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

6.10 Financial Limitation (M4506C)

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(to be completed by PWGSC at the time of award)* (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 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.

6.11 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 **(2014-09-25)**, General Conditions - Standing Offers - Goods or Services
- d) **2010C (2014-09-25)**, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- 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).*

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

6.12.2 SACC Manual Clauses

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

6.13 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (**2014-09-25**), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (**2014-09-25**), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants (A3025C)

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment - Firm Rates

The Contractor will be paid firm rates, as per items #1(a), (b) and (c) in Annex "B" - Basis of Payment for work performed in accordance with the Contract. 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.

7.5.2 Limitation of Price

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

7.5.3 Other Direct Expenses Material and Replacement Parts

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost, plus an applicable mark-up as per item #2 of Annex "B" - Basis of Payment - Unit Price Table, upon submission of an itemized statement supported by receipt vouchers

7.5.4 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

7.5.5 SACC Manual Clauses

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

7.5.6 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

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.

7.7 Insurance Requirements (G1001C)

The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7.1 Commercial General Liability Insurance (G2001C)

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.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

-
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Solicitation No. - N° de l'invitation
W0213-15G418/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwd010

Client Ref. No. - N° de réf. du client
W0213-15G418

File No. - N° du dossier
PWD-4-37237

CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
STATEMENT OF WORK
(15 Pages attached)

Solicitation No. - N° de l'invitation
W0213-15G418/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwd010

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PWD-4-37237

CCC No./N° CCC - FMS No./N° VME

ANNEX "B"
BASIS OF PAYMENT

ANNEX "B" - BASIS OF PAYMENT

SO for Servicing Boilers - DND- Gander, NL. 2 Year Term

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

UNIT PRICE TABLE

- 1) The Unit Price Table designates the Work to which a Unit Price Arrangement applies.
- (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
 - (b) Work included in each item is as described in the referenced specification section.

Item	Class of Labor, Plant or Material	Unit of Measure-ment	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	BURNER MECHANIC				
a)	During Regular Hours 07:30 – 14:30 Monday to Friday	Per Hour	300	\$	\$
b)	Outside Regular Hours Monday to Friday	Per Hour	100	\$	\$
c)	Weekend & Statutory Holidays	Per Hour	100	\$	\$
2	Materials & replacement parts (except free issue) at Contractors actual purchase price plus an OH & Profit mark-up.	Lump Sum	\$85,000.00	Mark-up %	\$
TOTAL EXTENDED AMOUNT: (GST/HST Extra)					\$

*To calculate the Extended Amount for Item 2, multiply the OH & Profit % by the Estimated Quantity and add that total to the Estimated Quantity. [Extended Amount = (Estimated Quantity) + (Estimated Quantity x OH & Profit%)]

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

STANDING OFFER AGREEMENT

MAINTENANCE AND REPAIRS

BOILERS AND FURNACES

9 WING GANDER

GANDER, NEWFOUNDLAND

INDEX TO SPECIFICATION

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Section 01001**Summary of work**

1. General All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified.
2. Scope of Work
 1. General: The work of this Standing Offer Agreement comprises the furnishing of all labour, materials, tools and equipment required to carry out servicing, maintenance repairs and minor alterations for all oil furnaces and boilers at DND buildings, Gander, NL.
 2. Work Included: The work covered in this Standing Offer Agreement is as specified in Section 01005.
 3. Work Excluded: Work excluded from this Standing Offer Agreement shall be as detailed in Section 01005.
3. Site access and use of premises
 1. Arrangements for access to the site of work shall be made with the Department Representative during normal working hours from 0730 to 1630 hrs, Monday to Friday.
 2. Movements around the site shall be subject to site authority, and shall include the acquisition of temporary passes for all personnel and vehicles engaged in the work.
 3. The Contractor shall confine his apparatus, storage of materials and the operations of his workmen to limits indicated by law ordinances or the direction of the Department Representative and shall not unreasonably encumber the site.
4. Storage facilities No storage facilities are available at the site the Contractor shall provide and maintain suitable facilities for storing and protection materials, tools and equipment, required to carry out the work of this Standing Offer Agreement.
5. Temporary services DND will be able to supply temporary services free of charge for construction purposes subject to the following terms and conditions:
 - a. The points of delivery and limits on quantities shall be determined on the site by the Department Representative, whose written permission must be obtained before any connection is made.
 - b. From the point of delivery, the Contractor shall provide, at his own expense, all equipment and temporary lines to bring these services to site of the work. Equipment and temporary lines shall be installed and operated in a manner

approved by the Department Representative

- c. The Supply of temporary services may be discontinued by DND representative at any time without notice to the Contractor, and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.
- d. When temporary service lines are no longer required, the connection points shall be returned to their original condition.

6. Permits and regulations

The WCEO's representative will monitor to ensure that, permits and safety requirements are met and will remove from the site any persons not complying with safety regulations.

- a. The Contractor is responsible for obtaining all local or provincial permits required for carrying out his work.
- b. The Contractor shall observe and comply with all applicable local, provincial and federal regulations. In case of conflict between codes the most stringent will apply.
- c. The Contractor is responsible for ventilation of the work area and fire extinguishing apparatus.
- d. The Contractor is responsible to obtain the following permits:
 - 1. Digging
 - 2. Hot Work
 - 3. Blasting
 - 4. Fire Alarm
 - 5. Confined Space
- e. The Contractor will include all safety requirements of this Contract in any agreement with Sub-contractors and hold all Sub-contractors equally responsible for safe work performance.

7. Standards

Throughout the various Sections of the Specification, reference is made to national and international standards. These standards shall be considered an integral part hereof and shall be read in conjunction with the drawings and Specifications as if they were reproduced herein. Therefore, the Contractor shall be fully familiar with their contents and requirements. The latest edition of all standards shall be applicable unless a specifically dated edition is mentioned.

8. Protection The Contractor shall take all necessary precautions to protect and prevent damage to surrounding properties and installations. All and any damage caused by the Contractor shall be made good by him without undue delay and at no cost to the Crown.
9. Site visit 1. Before submitting a Tender, the Contractor is recommended to visit the site of the project to acquaint himself with all ascertainable conditions which may affect his work and shall consult with the Department Representative regarding these matters.
2. The Contractor shall make his own assessment of the quantities and work involved and bid accordingly.
10. Workmanship Personnel must be certified in the work they are performing. Workmanship shall be of a uniformly high quality and in strict accordance with the very best standard practice as interpreted by the Department Representative. Mediocre or inferior workmanship shall be replaced by work of first quality without cost to DND, when so ordered by the Department Representative.
11. Qualifications The contractor is to be licensed with the Newfoundland Boiler and Pressure Vessel Department and prior to award of this Standing Offer the successful contractor shall show proof of this license to the DND representative. The servicemen employed by the Contractor shall hold a Trades Journeymen Qualification Certificate in the Oil Burner Mechanic Trade for the Province of Newfoundland. Workers will be asked to show proof of Journeyman's Certificate before performing any work.

Section 01005**SERVICING**

1. **General** All documents listed in the Tender, shall apply to and govern all phases of the work hereinafter specified and/or shown in Annexes.
2. **Scope of work** The work under this Standing Offer Agreement consists of servicing oil furnaces and boilers at DND buildings, Gander, NL.
3. **Work included**
 1. The work under this Standing Offer Agreement comprises the supply of all labour, material and equipment to carry out servicing, maintenance repairs and minor alterations to oil furnaces and boilers includes all associated components as directed by the Department Representative
 2. **Service Calls:**
 - a. The Contractor shall provide service repair when requested by the Department Representative on a twenty-four hour a day, seven days a week basis.
 - b. The Contractor shall not refuse any call for service requested by the Department Representative and shall carry out the service within 48 hours. Contracts Office telephone requested emergency service shall be responded to within one (1) hour.
 - c. Work of this Standing Offer Agreement shall be carried out by a Certified Burner Mechanic.
 - d. The Contractor shall advise the Department Representative of the telephone numbers at which he or his representative may be contacted.
 - e. The Contractor, on receipt of a Standing Offer Agreement for this work, shall be advised by the Department Representative in writing, of the name of the Department Representative who is authorized.
 - f. When service is required, the Department Representative will notify the Contractor by telephone.
 - g. Two (2) copies of Call Up Against a Standing Offer, DSS 942, will be made out detailing the work submitted to the Contractor by telephone. The Contractor shall pick these up before he starts work.
 - h. The DSS 942 must be filled out, showing hours worked and materials used, immediately upon completion of the job and turned in to the Contract Superintendent or his representative. If necessary these forms will be filled in

by DND personnel from data submitted by the Contractor.

- i. All work is subject to an on site inspection before certification.
- j. Non-serviceable material shall be returned to the Department Representative who shall acknowledge receipt on the DSS 942.

4. Work not included
 1. The work to be performed does not include any work that is not an integral part of the boiler units. If such work is found to be necessary, the Contractor shall notify the Department Representative and shall not proceed until such repairs or replacements have been authorized by the Department Representative and carried out or that such repairs or replacements are not considered necessary by the Department Representative.
 2. No work shall be carried out on a service basis that is estimated to cost more than 60% of the full value of the part or piece of equipment without prior approval of the Department Representative.
5. Materials
 1. Materials and parts used shall be those specified by the Manufacturer of the equipment.
 2. If, in an emergency, the Contractor installs parts other than those specified, he shall replace them with specified parts before claiming payment, but no claim for other than specified parts shall be made.
 3. All replaced parts and materials not under warranty, whether serviceable or unserviceable, shall be returned to the Base Construction Engineering Section on completion of the work.
6. Temporary structures
 1. The Contractor shall furnish and maintain all equipment such as temporary stairs, ramps, ladders, scaffolds, hoists, chutes, and the like, as may be required for the proper execution of the work.
 2. Temporary structures erected by the contractor shall remain his property and shall be removed by him from the site on completion of the work.
7. Removal of material and equipment

The Contractor shall not remove any salvageable material or equipment from the job site, but shall return all parts replaced to the Department Representative
8. Use of and
 1. Confine apparatus and operations of workmen to limits directed by the Department

- | | |
|--------------------------------------|--|
| <u>damage to existing facilities</u> | Representative.
2. Contractor shall take all necessary precautions to protect and prevent damage to any structures and all surrounding property and installations. Damage caused by the Contractor shall be made good by him without undue delay, all to the complete satisfaction of the Department Representative |
| 9. <u>Clean up</u> | On completion of work, remove all surplus materials, tools, equipment and debris and leave the job site in a clean and tidy condition to the satisfaction of the Department Representative. |
| 10. <u>Cost</u> | 1. When requested, pricing support shall be provided for materials.
2. All invoices shall show separate labour and material costs. |
| 11. <u>Period of agreement</u> | This Standing Offer Agreement shall be for a period of two (2) years from date awarded. |

Section 01546Fire Safety RequirementsFire 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 Engineer.
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 Engineer 709 256-1703 Ext 1431.

Section 03001SAFETY REQUIREMENTSSafety
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 I 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 known 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 subcontractors 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) 2561 703 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.

Section 04001ENVIRONMENTAL PROTECTIONEnvironmental
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 cleanup, 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 of 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.
 2. Hazardous products that do not have a MSDS sheet are not permitted on DND property.
 3. 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.
 2. Site workers to familiarize themselves with the MSDS for each product.
 3. 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 0105 – 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.