



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, New Brunswick | Nouveau-Brunswick
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Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR
STANDING OFFER**

**DEMANDE D'OFFRES À
COMMANDES**

Offer to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A
SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE
UNE EXIGENCE EN MATIÈRE DE
SÉCURITÉ

Title – Sujet Bi-Annual Inspection/Leak Testing and Maintenance/Repair of Air Conditioning and Ventilation Equipment		Date November 30, 2015
Solicitation No. – N° de l'invitation F5211-150258		
Client Reference No. - No. De Référence du Client F6879-155000		
Solicitation Closes – L'invitation prend fin At /à : 14:00 AST (Atlantic Standard Time)/ HNA (heure normale de l'Atlantique) On / le : January 11, 2016		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Morgan Marchand Contracting Officer Fisheries and Oceans Canada Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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Solicitation No. - N° de l'invitation

F5211-150258

Client Ref. No. - N° de réf. du client

F6879-155000

Amd. No. - N° de la modif.

File No. - N° du dossier
F5211-150258

Buyer ID - Id de l'acheteur

XXXXXX

CCC No./N° CCC - FMS No./N° VME

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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 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, the Basis of Payment, Security Requirements Check List, Personnel Identification Form (PIF), and Insurance Conditions.

1.2 Summary

The purpose of this request is to solicit proposals for standing offers for companies with the ability to provide bi-annual inspection and leak testing, annual inspection of each of the items covered in the Mid-range Cooling Equipment < 5.4 Refrigeration Tons (RT) Capacity section of the Halocarbon Inventory as outlined in Section E (of the attached RFSO), as well as perform Repair and Maintenance when required at the following locations:

1. Southside Base Building, 280 Southside Road
2. General Service Building, Hangar 5 RCAF Road
3. CN Yard Storage Building, 450 Southside Road.

The successful proponent must be a Certified Technician with a minimum of five (5) years' experience.

The services are to be performed on an "as and when required" basis during the period from date of award, January 4, 2016 to January 3 2018 with two (2) optional periods of one (1) year.

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

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Manual clause [M0222T](#) (2013-04-25) Evaluation of Price

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.2.1 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held **at CCG St. John's Base, 280 Southside Road, St. John's, NL. on December 9, 2015**. The site visit will begin at 10:00 am, meet at **Main Entrance, Commissionaires Desk**. We will then proceed to the Helicopter Hanger at Hanger 5, RCAF Road, St. John's, NL

Bidders must communicate with the Contracting Authority no later than **13:30 AST December 8th, 2015** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **fourteen (14)** 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.

2.4 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.

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

Section I:	Technical Bid	(one soft copy in PDF format)
Section II:	Financial Bid	(one soft copy in PDF format)
Section III:	Certifications	(one soft copy in PDF format)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid 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:
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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>Bidder must provide proof that all employees have completed the Environment Canada approved <i>CFC/HCFC/HFC Control in the Refrigeration and Air conditioning Industry Training Course</i></p> <p><i>Bidder must provide a copy of the numbered certificate awarded to each employee who successfully completed the environmental awareness course</i></p>		
M2	<p>All work must be completed by a Certified Technician with a minimum of five (5) years' experience. The proposed resources must provide evidence of five (5) recent cumulative years' experience and past performance in repair and maintenance services for Refrigeration and HVAC Systems by referencing similar projects/contracts/offer agreements.</p> <ul style="list-style-type: none"> • Recent experience is defined as experience gained within the last seven (7) years up to and including the solicitation closing date. • Similar is defined as a comprehensive maintenance services on HVAC equipment. <p>The Offeror must provide:</p> <ul style="list-style-type: none"> • Name of the organization; • Brief Description of work performed; • Day/Month/Year when the services were provided; • Contact and Phone # of the contact. <p><i>Bidder must provide a copy of their certification</i></p>		
M3	<p>All persons performing the work must be covered under the applicable worker's compensation legislation provided for the benefit of injured employees</p>		
M4	<p>Bidder must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s) : Completed in either English or French</p>		
M5	<p>Mandatory site visit -See Section 2.2.1</p>		

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0222T](#) (2013-04-25), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors **must** provide the required certifications and additional information to be issued a standing offer. The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Additional Certifications Required with the Offer

5.1.1 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16) Education and Experience

5.1.2 Documents Required for Offers Evaluation Purposes (2015-02-25) M0280T

The Offeror **must** provide the following documents with its offer:

1. Technician Certification;
2. proof of worker's compensation legislation;
3. a copy of the numbered certificate awarded to each employee who successfully completed the environmental awareness course.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.3 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s). Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.4 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2010-01-11) Status and Availability of Resources

5.5 Former Public Servant

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension?

Yes ()

No ()

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ()

No ()

If so, the Bidder 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.

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

- 7.2.1**
1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
 3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

7.2.2 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at dorothy.pike@dfm-mpo.gc.ca or at **709-772-8258** phone.

7.2.3 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "A"**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than five (5) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is Two (2) calendar years from the date of Contract inclusive, with two (2) additional one (1) year option periods.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **five (5)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

Name: Morgan Marchand
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E2V 4M9

Telephone: 506-452-3660
Facsimile: 506-452-3676

E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc .ca

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

7.5.2 Project Authority
(To be completed at Contract award)

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.

7.5.3 Offeror's Representative
(To be completed at Contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. ***(To be completed at Contract award)***

7.8 Call-up Procedures

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Technical Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Purchase Order Form.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$5,000.00 (Applicable Taxes included)**.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$86,000.00 (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **four (4)** months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 (2015-09-03), - Standing Offers - Goods or Services
- e) the general conditions 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements ;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated _____ (**To be inserted at Contract award**)

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7.13.2 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13.3 Licensing

The Offeror must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Offeror is responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, license or certificate to Canada.

7.13.4 Trade Qualifications

The Offeror must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Technical Authority may request to view and record details of the certification and/or qualifications held by the Contractors tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.14 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](#) (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of [2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

Section 27 – Integrity Provisions – Contract of [2010C](#) (2015-09-03) referenced above is amended as follows:

Delete section 27 in its entirety.

7.2.2 Supplemental General Conditions

7.2.3 SACC Manual Clauses

Mandatory site visit [A9040T](#) (2015-07-03)

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

7.5.1.1 The Contractor will be paid as follows for on-site maintenance and related services performed during and outside the Principal Period of Maintenance for the equipment listed in Annex A .

Labour

The Contractor will be paid for the actual hours worked at the firm hourly rates detailed below. The Contractor will be paid an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.

_____ (to be inserted at Contract award)

Material and Replacement Parts

The material and replacement parts must be provided at the list price detailed in Annex B, less a discount of ____ percent. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.

Total Estimated Cost - Limitation of Expenditure: _____ (*Applicable Taxes extra*) (to be inserted at Contract award)

7.5.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is **75 percent** committed, or
 - b. **four (4)** months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, **whichever comes first.**
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Monthly Payment

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

7.5.4 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

7.5.5 Payment by Credit Card

The following credit card is accepted: _____

7.6 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.
- (c) The Contractor must provide the original of each invoice to the Technical Authority and a copy must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

7.8 SACC Manual Clauses

SACC Manual clause [A9016C](#)(2014-06-26) -Hazardous Waste Disposal - Specific Requirements
SACC Manual clause [B6802C](#) (2007-11-30) - Government Property
SACC Manual clause [B9028C](#) (2007-05-25) - Access to Facilities and Equipment
SACC Manual clause [D3015C](#) (2014-09-25) - Dangerous Goods / Hazardous Products -
Labelling and Packaging Compliance
SACC Manual clause [A0285C](#) (2007-05-25) - Workers Compensation
SACC Manual clause [A9068C](#) (2010-01-11) - Government Site Regulations

ANNEX "A" STATEMENT OF WORK

**BI-ANNUAL INSPECTION/LEAK TESTING & MAINTENANCE/REPAIR OF
AIR CONDITIONING AND VENTILATION EQUIPMENT**

INDEX

SECTION	DESCRIPTION	PAGE NO.
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Section E	Halocarbon Inventory	38-39

SECTION A: SITE SPECIFIC REQUIREMENTS

1. Scope of Work

The work will consist of three (3) distinct portions of work:

Portion 1

1.1 The work is the bi-annual inspection and leak testing, two (2) inspections per year at the following locations:

1. Southside Base Building, 280 Southside Road
2. General Service Building, Hangar 5 RCAF Road
3. CN Yard Storage Building, 450 Southside Road

Each of the items covered in the **Large Cooling Equipment > 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 1.3 are to be completed.**

1.2 The contractor **must** provide all necessary labour, materials, tools and equipment to carry out the Bi-Annual Inspections/Leak Testing on the equipment as per the corresponding Halocarbon Inventory located in **Section E.**

Portion 2

1.1 The work is the annual inspection of each of the items covered in the **Mid-range Cooling Equipment < 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 1.3.**

1.2 The contractor must provide all necessary labour, materials, tools and equipment to carry out the Bi-Annual Inspections/Leak Testing on the various equipment as per the corresponding Halocarbon Inventory located in **Section E.**

Portion 3

1.1 The contractor must perform Repair and Maintenance when required of the all of the items as per the corresponding Halocarbon Inventory located in **Section E** for each of the facilities outlined in **Section A, Part 1.3.**

NOTE: Halocarbon Inventory attached in Section E must be used as reference guide only.

2. Contractors Responsibilities:

2.1 The contractor **must** perform any necessary repairs and/or maintenance of all components as outlined in this specification on an as required basis.

2.2 The contractor **must** connect to the Energy Management and Control System now installed in some units. If any additional installation of the Energy Management and Control System is required by the Department on existing units, the installation will be considered extra to this contract and the responsibility of the Department.

- 2.3 The contractor's employees are to familiarize themselves with the facilities in order to carry out work without the assistance of the **FM**.
- 2.4 The contractor and all its employees must familiarize themselves with, and adhere to the **Contractor Awareness** document located in Section D, which forms part of the departmental *Procedure for the Management of Halocarbons*.
- 2.5 The procedure above will be provided to the contractor as a hard copy, and as an electronic copy for reference upon contract award. The procedure provides references to the requirements of the Canadian Environmental Protection Act (CEPA), Federal Halocarbon Regulations (FHR), 2003.
- 2.6 The contractor **must** complete all required documentation as per CEPA, FHR, 2003.
<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2003-289/index.html>
- 2.7 The contractor **must** submit an electronic report via email in Microsoft Word format on the Bi-Annual inspection/leak testing results/findings. This will identify the work required along with a cost estimate for any possible repairs.
- 2.8 The contractor **must** supply all parts and labor, for the duration of the contract with the exception of:
- All fan motors over ½ horsepower
 - Compressors
 - Evaporator Coils

If the above listed equipment requires replacement, it will be the responsibility of the Department.

3. Areas of Work

- Southside Base Building, 280 Southside Road
- CN Yard Storage Building, 450 Southside Road
- General Service Building, Hangar 5 RCAF Road

These buildings will be occupied. Work **must** progress with minimal impact on the operation of these buildings. The down time of systems affected are to be kept to a minimum of three (3) days and coordinated with the **FM** in advance.

4. Time and Duration

- 4.1 All work **must** be completed Monday – Friday unless otherwise agreed by the **FM**. The times of work must be coordinated with the **FM**. Any work in restricted secured areas will be performed during normal work hours (08:00 am - 16:00 pm).

All work places must be clean prior to start of work day.

- 4.2 Bi-Annual Inspection/Leak Tests **must** be carried out by the contractor on all CEPA regulated equipment at these facilities **Bi-annually** in the periods; April/May and October/November. The Contractor must carry out these tests and provide all legislative documentation as per the requirements of the FHR, 2003.

- 4.3 The contractor **must** be able to receive calls 24 hours a day, 7 days a week, 365 days a year, and be able to respond to calls after regular business hours.
- 4.4 The contractor **must** respond to service calls within two hours of receiving the call and must be able to be on site to perform the associated work within 24 hours.
- 4.5 Emergency repairs **must** be completed when required, and **must** be approved by the **FM**.

5. Identification of Personnel

The contractor **must** carry valid company identification cards when working on departmental property. These cards **must** be visible at all times.

6. Legislation, Codes and Standards

All work **must** be performed to the latest edition of the following codes and standards

- a) Canadian Electrical Code
- b) Canada Labour Code- Part II
- c) National Building Code
- d) Newfoundland and Labrador Occupational Health and Safety Act and Regulations
- e) Canadian Environmental Protection Act
- f) Federal Halocarbon Regulations, (FHR 2003)
- g) NL Environmental Protection Act
- h) Work and materials must conform to or Exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and any other applicable organization.

In the event of conflict between any of the above codes or standards, the most stringent shall apply

7. Specific Canadian Environmental Protection Act, 1999 (CEPA) -Federal Halocarbon Regulations (FHR), 2003 requirements:

7.1 The contractor **must** fulfill all of the requirements as listed below:

*s. 10(1) - A certified person who conducts a leak test on a refrigeration system or an air-conditioning system **must** affix a notice to the system containing the information set out in column 3 of item 2 of Schedule 2.*

CEPA FHR Schedule 2 Information required as per s.10(1)

- (a) name and address of the owner of the system*
- (b) name of the operator of the system*
- (c) the specific location of system*
- (d) the description of system*
- (e) the name of the certified person*
- (f) certificate number*
- (g) the name of the employer of the certified person (if applicable)*
- (h) the type of halocarbon contained in system*
- (i) the charging capacity of system*
- (j) the date of last two leak tests performed on the system*

s. 31(1) - The owner of a refrigeration system, an air-conditioning system or a fire-extinguishing system must maintain a written record, or a record in an electronic format

compatible with that used by the Minister, in which the information set out in column 3 of item 5 or 6, as the case may be, of Schedule 2 is entered whenever the system is installed, serviced, leak-tested or charged or if any other work is done on it that may result in the release of a halocarbon.

CEPA FHR Schedule 2 Information required as per s.31(1) #5

- (a) name and address of owner of system*
- (b) name of operator of system*
- (c) specific location of system*
- (d) description of system*
- (e) name of certified person*
- (f) certificate number*
- (g) name of employer of certified person (if applicable)*
- (h) dated list of leak tests, leaks detected and leak repairs*
- (i) type and quantity of halocarbon and date recovered*
- (j) charging capacity of system*

- 7.2** The contractor must complete entries in the Halocarbon Service Log Book located on site at the DFO locations which contain the Documentation Journal and Service Notice sheets; as required under the FHR, 2003.
- 7.3** In the event of a Halocarbon Release during inspection, testing, maintenance or repair, or identification during an inspection of a previous Halocarbon Release, the contractor must **IMMEDIATELY** notify the **FM** or alternately the **Manager**, Regional Office of Environmental Coordination.
- 7.4** The contractor must complete the Disposal or Decommissioning Notice located in the Documentation Journal that is located on site at DFO locations.

8. Qualifications

All work **must** be completed by a certified technician.

9. Worker Protection

Contractor **must** ensure that while working on Heating and Ventilation Equipment & Components, that all Lockout and Tag procedures are followed in accordance with the latest edition of the Canadian Electrical Code.

SECTION B: CONTRACT INSTRUCTIONS

1. Requirement

- 1.1** To provide the Bi-Annual inspections and leak testing of each of the items covered in the **Large Cooling Equipment > 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in, **Section A, Part 1**.
- 1.2** To provide the Annual inspection, of each of the items covered in the **Mid-range Cooling Equipment < 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 1**.
- 1.3** To provide on-site **Air Conditioning and Ventilation Services**, as required, in support of minor maintenance services and/or repairs, for the two (2) facilities identified in **Section A, Part 1**.

2. Commencement of Work

2.1 The Contractor **must** be able to receive calls:

- a. 24 hours a day, 7 days a week, 365 days a year;
- b. **must** be able to respond to calls after regular working hours; and
- c. **must** be able to respond to service calls within **two (2) hours** of receiving the call

2.2 **Emergency Service calls:**

Work **must** commence within twenty four (24) hours of receiving the call except under emergency conditions where a four (4) hour time limit is required.

2.3 **Tools and Equipment**

The Contractor and their employees shall be responsible for supplying their own tools and equipment that are basic to the requirements of each project.

2.4 **Cleaning of Work site**

The Contractor must, upon completion of the work, clear and clean the work site to the satisfaction of, and in accordance with any directions of the **FM**.

2.5 **Warranty Period**

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable.

The warranty period will be twelve (12) months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2.6 Publicity

The Contractor will neither permit any public ceremony, nor erect or permit any sign or advertising, in connection with the work without the approval of the **FM**.

3. Departmental Representative's Rights and Obligations

The FM will: Have access to the work at all times during its execution and the Contractor will provide the **FM** with full information and assistance in order that they may ensure that the work is executed in accordance with the terms of the contract.

4. Terms and Conditions

4.1 SOW Management

The Contractor **must** maintain records of all work/services provided to the Department of Fisheries and Oceans under this contract. The records **must** consist of individual files for all work/services provided and include:

1. a copy of the Service Request Form;
2. the names of the trades personnel working on the project
3. a copy of the invoices submitted to the issuing department;
4. a list of materials provided;
5. a breakdown of the invoice indicating lump sum cost of the materials provided to DFO

The **FM** or his authorized representative may periodically review the contractor's records. The **FM** or his authorized representative may meet with the contractor and select a number of records for audit off site.

4.2 Provision of Estimates

Where an estimate of the cost of performing specific work is required, the **FM** shall provide the contractor with a statement of the work required and the contractor must provide the **FM** with an estimate of the cost of performing the specified work in accordance with the pricing provision of the contract.

4.3 Licensing, Permits and by-laws

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation, regulations and/or by-laws. Upon request of the **FM**, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

4.4 Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

4.5 Inspection

The **FM** is the Inspector and Consignee for all work and is the Contractor's primary contact for all technical matters, including interpretation of the specification and scheduling of the work.

SECTION C: SITE SPECIFIC SAFETY PLAN

1. Reference

- 1.1 Adhere to all Federal; Provincial and Municipal Health and Safety Regulations.
- 1.2 Adhere to Canada Labour Code- Part II
- 1.3 Adhere to the Latest Edition of the Canadian Electrical Code.

2. Site Specific Safety Plan

- 2.1 Carry out all work of this Contract placing maximum emphasis on safety for workers and other authorized persons working or circulating on the site.
- 2.2 Notwithstanding, other safety requirements specified in this section or in any other section of the Specifications, the Contractor **must** prepare a written *Site Specific Safety Plan* outlining:
 - a) all procedures and safe work practices which **must** be followed by all personnel working or circulating on the site
 - b) submit this *Site Specific Safety Plan* electronically to the **FM** in either .pdf or MS Word format **within 2 weeks** after the date of contract award.

This safety plan must address and conform to all applicable Provincial and Federal Safety Acts and Regulations.

The Plan **must** be developed in collaboration with the various sub-contractors, who will be carrying out work at the sites during the contract period.

The Contractor **must** ensure that all pertinent types of work activities are addressed in the *Plan*, and all related safety procedures are included and **must** be followed when carrying out such work.

The Contractor **must** ensure that all workers and authorized persons working under the contract become familiar with all aspects of the safety plan by means of a *Communication Plan* to be addressed within the *Safety Plan*, in a clear and specific manner.

The submission of the *Site Specific Safety Plan* to the **FM** does not relieve the Contractor of any legal obligations as specified by the *Provincial and Federal Safety Acts or Regulations*.

- 2.3 Prior to commencement of work, the *Site Specific Safety Plan* **must** be posted on site in a common location, visible for all workers and authorized persons working or circulating at that location.

The Contractor **must** ensure that all employees are advised of the *Site Specific Safety Plan* and the location it is posted.

- 2.4 The Contractor **must** ensure that all workers and any authorized persons entering onto the site are notified of the safety rules and procedures. The **FM** or their representatives has/have the authority to enforce the removal of any persons not complying with the *Site Specific Safety Plan*. Any persons removed from the site shall not be permitted re-entry.

-
- 2.5** The *Site Specific Safety Plan* must be revised as required when changes to planned work procedures occur or when directed by any Safety Officer from any authority having jurisdiction. Any revised version **must** be submitted to the **FM** or their representative for information and retention purposes only.

3. Additional Safety Requirements

- 3.1** The contractor must follow all health and safety policies or procedures of the site.
- 3.2** In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to this contract or work being done, the most stringent provisions will be applied and enforced. The **FM** shall have the authority to decide which provisions will apply under the specific circumstances.
- 3.3** If a hazard is reported, the **FM** shall;
- 3.3.1** Make the necessary arrangements with the contractor to effect the necessary changes to ensure the health and safety of those exposed, or to protect property;
- 3.3.2** Where resolution of the situation is not achieved to the satisfaction of the **FM**, he shall advise the provincial or federal enforcement authority having jurisdiction and request their involvement in achieving an appropriate resolution of the issue.
- 3.4** The **FM** has the authority to stop the work of the contractor, if in his opinion, the work is not being performed in a manner safely by the contractor, or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

SECTION D: CONTRACTOR AWARENESS



As a Service Contractor for
 Heating, Refrigeration, Air-Conditioning Systems,
 you need to know about the

Federal Halocarbon Regulations, 2003 (FHR 2003)

March 2005

What are the FHR 2003?

- Regulations under the authority of the *Canadian Environmental Protection Act, 1999 (CEPA 1999)*.
- Their purpose is to prevent releases of ozone-depleting substances and of other halocarbons, such as CFCs, HCFCs, HFCs, Halons, other BFCs or HBFCs, alone or in mixtures/blends.

Do the FHR 2003 apply to me?

- Yes, if you are a service person, technician or mechanic working on or caring for a refrigeration or air-conditioning system that is :
 - **owned by the Government of Canada (department, board or agency, a Crown corporation) or a Federal Work or Undertaking;** or
 - **located on federal land or aboriginal land.**

What are examples of a Federal Work or Undertaking?

- Banks, broadcasting and telecommunications corporations, airports, airlines, port authorities, ships as well as buses, railways, trucking, pipelines, and telegraph cables which operate interprovincially or internationally.

What is Not Allowed?

- Cannot release, allow or cause the release of a halocarbon except the release resulting from a purge system that emits less than or equal to 0.1 kg of halocarbon per kg of air purged.
- Cannot install systems that use CFCs, Halon 1011, Halon 1211, Halon 1301, Halon 2402, other BFCs or HBFCs, carbon tetrachloride or methyl chloroform, unless authorized to do so with a permit under the *FHR 2003*.
- Cannot use CFCs, Halon 1011, Halon 1211, Halon 1301, Halon 2402, and other BFCs or HBFCs for leak testing.
- Cannot charge a leaking system.
- Cannot charge CFCs into an air-conditioning system designed for cooling occupants in vehicles.
- Cannot charge CFCs into a refrigeration or air-conditioning system that is installed in, attached to, or operates in, on or in conjunction with a means of transportation (military ships are excluded).
- **Effective January 1, 2005 - Cannot charge CFCs into refrigeration or air-conditioning systems, other than chillers, small systems or systems on military ships.**
- **Effective January 1, 2005 - Cannot charge CFCs into a chiller that has undergone an overhaul (Military ships are excluded. Exemption is provided on the condition that Environment Canada is notified and the chiller is converted or replaced within 12 months).**
- Effective January 1, 2010 - Cannot charge CFCs into a refrigeration or an air-conditioning system on military ships.
- Effective January 1, 2015 - Cannot operate a chiller containing CFCs.

Cont'd...

What else do I need to know?

1. Work must be done according to **The Servicing of Halon Extinguishing Systems (ULC/ORD-C1058.18-1993)**.
2. Halocarbons must be stored, transported and purchased in a refillable container designed to contain that specific type of halocarbon.
3. An entry in the service log is required whenever a system is installed, serviced, leak tested, charged or if any other work is done that may cause a halocarbon release.
4. Information to be contained in the service logs and notices is outlined in Schedule 2 of the regulations.
5. Notices must be filled out completely and affixed to the system after a leak test, and/or before dismantling, decommissioning or destruction of the system.
6. Notices that are affixed to the equipment cannot be removed except to replace with another notice.
7. Before doing any work that may cause a release, the halocarbon must be recovered into a refillable container designed to contain that specific type of halocarbon.
8. Only refillable containers designed to contain that specific type of halocarbon are to be used for recovering halocarbons.
9. Before dismantling, decommissioning or destruction of a system, all of the halocarbons must be recovered.
10. Recovery equipment used must have a transfer efficiency of at least 99% as defined in **Halon Recovery and Reconditioning Equipment (ULC/ORD-C1058.5-1993)**.
11. A leak test is required before charging any system.
12. Leak tests must be done at least once every 12 months for all fire extinguishing systems, except portable fire extinguishers and systems with a charging capacity of less than 10 kg located in military vehicles.
13. If a leak is found or a release occurs, you must stop the leak immediately and notify the owner

How can I find more information?

This summary is not intended to replace the published Regulations, which must be consulted regarding full FHR 2003 obligations. The FHR 2003 is available from the following website:

Environment Canada's Stratospheric Ozone Website:
<http://www.ec.gc.ca/ozone>

Copies of CEPA 1999 and FHR 2003 are available online at:
<http://www.ec.gc.ca/ceparegistry/>

or contact the Atlantic Region representative:

Chris Feetham

Senior Compliance Promotion Officer
Environmental Stewardship Branch, Environment Canada
chris.feetham@ec.gc.ca / Tel: 902-426-2401

What about Newfoundland and Labrador's Provincial Halocarbon Regulations under The Environmental Protection Act?

Newfoundland and Labrador's Halocarbon Regulations have similar conditions to the FHR 2003 and are compatible with other provincial governments. The regulations are reviewed continuously to ensure measures set out in the Canadian Council of Ministers of the Environment (CCME) 2001 National Action Plan for the Control of Ozone-Depleting Substances (ODS) and their Halocarbon Alternatives as well as Canada's Strategy to Accelerate the Phase-out of CFCs and Halons Uses and to dispose of the Surplus Stocks (212 KB) are met. The NL Halocarbon Regulations is available from the following website:

<http://www.assembly.nl.ca/legislation/sr/regulations/rc050041.htm>.

For more information about the NL Halocarbon Regulations, please contact:

Angela Burridge

Senior Environmental Scientist
Newfoundland and Labrador
Department of Environment and Conservation
St. John's, NL, A1B 4J6
Tel: 709 729-4273, Fax: 709 729-6969
Email: angelaburridge@gov.nl.ca

Disclaimer:

This document contains some of the requirements of the *Federal Halocarbon Regulations, 2003 (FHR 2003)*. However, in the event of inconsistencies between this document, the *Canadian Environmental protection Act, 1999 (CEPA 1999)*, and the *FHR 2003, CEPA 1999* and the *FHR 2003* will prevail.

Solicitation No. - N° de l'invitation
 F5211-150258
 Client Ref. No. - N° de réf. du client
 F6879-155000

Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
 XXXXX
 CCC No./N° CCC - FMS No./N° VME

SECTION E: HALOCARBON INVENTORY

Region	Site Name and Address: <i>Canadian Coast Guard St. John's Base, 280 Southside road, CN Yard Property, 450 Southside road and General Service Building, Hangar 5 RCAF road.</i>
NL Region	Halocarbon Inventory - Real Property Safety and Security

Air Conditioning/Refrigeration Systems Inventory - LARGE COOLING EQUIPMENT > 5.4 Refrigeration Tons (RT) Capacity (or >19 kW, 25.5 hp, or 64,800 btu/hr)

NL Dfo Halon Tag Number	Facility Name	Equipment Type	Equipment Make	Equipment Model	Equipment Location	Equipment Serial Number	Capacity	Units	Refrig. Type	Liquid/Air Cooled	Refrigerant Quantity in Use (Kg)	Year Installed	Resp. Center
1299	CCG-Southside Base	A/C Unit	Carrier	50PG-C14-M-10-FF	Rooftop	1707G30009	12 43.96	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1298	CCG-Southside Base	A/C Unit	Carrier	50CD009-100	Rooftop	5088G17881	8.5 29.9	RT kW	R-410A	N/A	5.6 kg	N/A	Corporate
1294	CCG-Southside Base	A/C Unit	York	K4EU090A33A	Mezzanine Storage/ Crawlspace – 2nd Floor	NAFS000055	7.5 26.4	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1294	CCG-Southside Base	Condenser	York	H4CE090A58B	Adjacent To Boiler Rm- Fenced compound	NAFM001450			HCFC-R22	N/A	N/A	N/A	Corporate
1628	General Services Building	Rooftop Air Conditioner	Trane	WSC120EWGAK COBOA1A6010000 00E000000000	Roof	140910278L	126000 10.5 36.93	Btu/hr RT kW	R410a		19.1 lbs		

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Air Conditioning/Refrigeration Systems Inventory - MID RANGE COOLING EQUIPMENT < 5.4 Refrigeration Tons (RT) Capacity (or <19 kW, 25.5 hP, or 64,800 btu/hr)

NL Dfo Halon Tag Number	Facility Name	Equipment Type	Equipment Make	Equipment Model	Equipment Location	Equipment Serial Number	Capacity	Units	Refrig. Type	Liquid/Air Cooled	Refrigerant Quantity in Use (Kg)	Year Installed	Resp. Center
1297	CCG-Southside Base	A/C Unit	Trane	WCVE0351	Lunch Room – 2nd Floor	W98E22667	2.5 8.78 29950	RT kW Btu/hr	HCFC-R22	N/A	3.35	N/A	Corporate
1296	CCG-Southside Base	A/C Unit	Trane	WCVE0351	Hall – 2nd Floor	W98E22668	2.5 8.78 29950	RT kW Btu/hr	HCFC-R22	N/A	3.35	1998	Corporate
1295	CCG-Southside Base	A/C Unit	Lennox	CB29M-65-1P	Mezzanine Storage – 2nd Floor	5898B 09004	5.0 17.6	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1247	CCG-Southside Base	A/C Unit	Lennox	CB29M-46-1P	Mezzanine Storage – 2nd Floor	5802D46715	3.5 12.3	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1248	CCG-Southside Base	A/C Unit	Lennox	CB29M-65-1P	Mezzanine Storage – 2nd Floor	5802D46969	5.0 17.6	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1249	CCG-Southside Base	A/C Unit	Lennox	CB29M-46-1P	Mezzanine Storage – 2nd Floor	5802D86474	3.5 12.3	RT kW	HCFC-R22	N/A	N/A	N/A	Corporate
1250	CCG-Southside Base	A/C Unit	Liebert		Room 219				HCFC-R22	N/A	N/A	N/A	Corporate
Tag # required	CCG-Southside Base	A/C Unit	Mitsubishi	PC42GK	CN Building	45A000670	3.54 42500 12.5	RT Btu/hr kW	HCFC-R22	NA	NA	NA	Corporate
Tag # required	CCG-Southside Base	A/C Unit	Mitsubishi	PC42GK	CN Building	45A000860	3.54 42500 12.5	RT Btu/hr kW	HCFC-R22	NA	NA	NA	Corporate

ANNEX "B" BASIS OF PAYMENT

The payment tables described below applies to work which will be completed during the period of: **Two (2) calendar years commencing at Contract award.**

Class of Labour: Plant or Material Initial offer period: YEAR 1	Unit of Measure	Estimated Quantity *	Price Per Unit	Total
1. Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November): a) Southside Base Building b) General Service Building c) CN Yard Storage Building, 450 Southside Road	Per Year Per Year Per Year	2 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
2. Annual Inspection of the identified HVAC equipment at the following facilities (April-May and October-November): a) Southside Base Building	Per Year	1	\$ _____	\$ _____
3. Service Calls, including travel time and all related expenses. a) One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday b) One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays	Person Hour Person Hour	300 100	\$ _____ \$ _____	\$ _____ \$ _____
4. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.	Allowance		\$ _____	\$20,000.00

Class of Labour: Plant or Material Initial offer period: YEAR 2		Unit of Measure	Estimated Quantity *	Price Per Unit	Total
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November):				
	a) Southside Base Building	Per Year	2	\$ _____	\$ _____
	b) General Service Building	Per Year	2	\$ _____	\$ _____
	c) CN Yard Storage Building, 450 Southside Road	Per Year	2	\$ _____	\$ _____
2.	Annual Inspection of the identified HVAC equipment at the following facilities (April-May and October-November): a) Southside Base Building	Per Year	1	\$ _____	\$ _____
3.	Service Calls, including travel time and all related expenses.				
	a) One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Person Hour	300	\$ _____	\$ _____
	b) One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays	Person Hour	100	\$ _____	\$ _____
4.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.	Allowance		\$ _____	\$20,000.00

OPTION YEARS (ALSO TO BE COMPLETED BY BIDDERS)				
Class of Labour, Plant or Material OPTION YEAR #1	Unit of Measure	Estimated Quantity *	Price Per Unit	Total
1. Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November): a) Southside Base Building b) General Service Building c) CN Yard Storage Building, 450 Southside Road	Per Year Per Year Per Year	2 2 2	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
2. Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November): a) Southside Base Building	Per Year	1	\$ _____	\$ _____
3 Service Calls, including travel time and all related expenses. a) One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday b) One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays	Person Hour Person Hour	300 100	\$ _____ \$ _____	\$ _____ \$ _____
4. Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.	Allowance		\$ _____	\$10,000.00

Class of Labour: Plant or Material OPTION YEAR #2		Unit of Measure	Estimated Quantity *	Price Per Unit	Total
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November):				
	a) Southside Base Building	Per Year	2	\$ _____	\$ _____
	b) General Service Building	Per Year	2	\$ _____	\$ _____
	c) CN Yard Storage Building, 450 Southside Road	Per Year	2	\$ _____	\$ _____
2.	Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November):				
	a) Southside Base Building	Per Year	1	\$ _____	\$ _____
3.	Service Calls, including travel time and all related expenses.				
	a) One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Person Hour	300	\$ _____	\$ _____
	b) One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday including all day Saturday, Sunday and holidays	Person Hour	100	\$ _____	\$ _____
4.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.	Allowance		\$ _____	\$10,000.00

***Note:** The estimated quantity in column three for each item is an estimate only for service when required and does not infer all the quantities for the items that will be utilized or that quantities may not be exceeded.

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat F6879-155000
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Real Property Safety and Security	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Complete bi-annual inspections, repairs and maintenance on HVAC Equipment at the St. John's CCG Base and the General Services Building (Hanger).		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. (L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
--





Contract Number / Numéro du contrat F6879-155000
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité : No Yes

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
 Short Title(s) of material / Titre(s) abrégé(s) du matériel : No Yes
 Document Number / Numéro du document :

PART B (PERSONNEL FOURNISSEUR) / PARTIE B (PERSONNEL DU FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMENS			

Special comments:
 Commentaires spéciaux : Contractor will be escorted when requiring entry into restricted areas (Helicopter hangar).

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? *D.P.* No Yes
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? *D.P.* No Yes

PART C (SAFE GUARDS (SUPPLIER) / PARTIE C (MESURES DE PROTECTION (FOURNISSEUR))

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? *D.P.* No Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat F6879-155000
Security Classification / Classification de sécurité

TABLEAU RÉCAPITULATIF (à compléter manuellement)
 For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMBEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée "Classification de sécurité".
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée "Classification de sécurité" au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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**ANNEX "X-1" PERSONNEL IDENTIFICATION FORM (PIF)
 DEPARTMENT OF FISHERIES AND OCEANS CANADA**

Contract / file number:	F5211-150258
--------------------------------	---------------------

PROJECT TITLE: Bi-Annual Inspection/Leak Testing & Maintenance/Repair of Air Conditioning and Ventilation Equipment

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory (Bidder) : _____

Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

**For Use at Fisheries and Oceans Canada
 Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

Contracting Security Authority: _____

Date: _____

ANNEX "D" – INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**