



**RETURN BIDS 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, NB E3C 2M6

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal 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

<b>Title – Sujet</b> Boiler and HVAC Maintenance at the Saint John, NB Coast Guard Base		<b>Date</b> October 25, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-160163		
<b>Client Reference No. - No. de référence du client</b> F5513-150187		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2 :00 PM Atlantic Time / Heure de l'Atlantique  <b>On / le :</b> December 6th, 2016		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Nancy Paquette A/ Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder'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 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders 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.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is limited to Canadian goods and/or services.

### **1.5 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2015-09-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

#### 2.1.1 Additional SACC Clauses

SACC Manual Clause **A0072C** (2008-12-12), Termination on Thirty Days Notice

### 2.2 Submission of Bids

Bids 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 bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **TEN (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that



the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.4 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of **New Brunswick**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

## 2.5 **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 Fisheries and Oceans Canada Canadian Coast Guard Base Victoria, 5 Ward Street Saint John, NB on November 17<sup>th</sup>, 2016. The site visit will begin at 9 am local time.

Bidders must communicate with the Contracting Authority no later than 2:00pm Atlantic time on November 14<sup>th</sup>, 2016 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.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

**Section I: Technical Offer** (One (1) hard copy **OR** one (1) soft copy in PDF format)

**Section II: Financial Offer** (One (1) hard copy **OR** one (1) soft copy in PDF format)

**Section III: Certifications** (One (1) hard copy **OR** one (1) 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)**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 the Attachment 1 to Part 3 – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



### ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Agreement, if applicable.
2. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.
3. The Offeror will be paid for the actual hours worked at the firm hourly rates detailed below. The Offeror will be paid an initial half hour minimum charge calculated from the time the Offeror's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.
4. Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
5. Unspecified Material & Equipment shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
6. The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.
  - a. However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the offer. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - b. Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
  - c. Pricing

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- i. Labour including supervision, allowances and liability insurance;
- ii. Travel time;
- iii. Transportation/vehicle expenses;
- iv. Tools and tackle;
- v. Overhead and profit;
- vi. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

**NOTE:** *in the case of error in the extension of prices, the unit price will govern. Canada may enter into an agreement without negotiation.*



INITIAL CONTRACT PERIOD (Contract Award to November 30, 2017)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____
		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for the Initial Contract Period						
Applicable Taxes:						

\*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

OPTIONAL YEAR ONE (December 01 2017 to November 30, 2018)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within max of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____





		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for the Option Year 1						
Applicable Taxes:						

\*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

OPTIONAL YEAR TWO (December 01 2018 to November 30, 2019)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____
		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for Option Year 2						
Applicable Taxes:						

\*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

EVALUATED PRICE:	
Subtotal of Initial Contract Period	\$ _____
Subtotal of Optional Year One	\$ _____
Subtotal of Optional Year Two	\$ _____
<b>Total evaluated price:</b>	<b>\$ _____</b>



## **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**

Please see Annex E for details

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex E for details

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection: Minimum Point Rating**

1. To be declared responsive, an Offer must:
  - a. comply with all the requirements of the Offer solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **4** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **10** points.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. The responsive Offer with the lowest evaluated price will be recommended for award of a contract.



## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

#### **5.1.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

##### **5.1.1.1 Federal Contractors Program for Employment Equity - Bid Certification**

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

##### **5.1.1.2 Workers Compensation Certification- Letter of Good Standing**

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

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

#### **5.1.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

##### **5.1.2.1 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

### 5.1.2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 5.1.2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual offered by the Bidder for the requirement is capable of performing the Work.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**5.1.2.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.2.5 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

**a)** The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

**b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

**c)** For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

**d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

**6.1.1.1** 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).

**6.1.1.2** 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.

**6.1.1.3** 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.

**6.1.1.4** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

**6.1.1.5** The Contractor/Offeror must comply with the provisions of the:

- Security Requirements Check List and security guide (if applicable), attached at Annex C;
- Industrial Security Manual* (Latest Edition).

**6.1.1.6** 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 luc.leblanc@dfo-mpo.gc.ca or at 902-499-9101 phone.

**6.1.1.7** 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.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.



### 6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:

Delete section 27 in its entirety.

### 6.3.2 Additional SACC Clauses

SACC Manual Clause A0072C (2008-12-12), Termination on Thirty Days Notice

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from Contract award to November 30, 2017 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional **one (1)** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen (15)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Paquette  
Title: A/ Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Address: 301 Bishop Drive  
Fredericton, NB E3C 2M6  
Telephone: 506-452-3494  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.





**6.5.2 Project Authority (To be inserted at contract award)**

The Project Authority for the Contract is:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 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.

**6.7 Payment**

**6.7.1 Basis of Payment**

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the mount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

**6.7.2 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.

### 6.7.3 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

- (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](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province of New Brunswick**.

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity).
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Conditions;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

## 6.13 Insurance – Specific 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.



## ANNEX "A" STATEMENT OF WORK

### 1.0 DEFINITIONS AND INTERPRETATIONS

In the Contract, unless the context otherwise requires:

"Base Building Equipment"	means architectural, mechanical and electrical items that are required to provide the intended building interior and exterior environments or to satisfy legislation or other government objectives such as tenant health and safety, accessibility or energy conservation;
"Building Operational Equipment"	means items such as tools, appliances, instruments or other apparatus used in operating or maintaining "Base Building Equipment";
"Check/Inspect"	refers to viewing closely for dirt, foreign substances, any lack of lubrication, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency until next maintenance service date. Examine to determine that the device or system will apparently perform in accordance with its intended function;
"Clean"	means to scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matter;
"Commissioning"	means a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.
"Document Safeguarding Capability"	means the level of safeguarding required by the Industrial Security Division of the Department of Public Works and Government Services to safeguard designated information;
"Energy Source"	means any electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other source of energy of potential harm to workers;
"Excusable Delay"	means a delay in the performance of the Contractor of any obligation under the Contract that is caused by the events;
"Facility"	a physical plant, building or installation used in the performance of a function, including the material resources needed to facilitate any action or operation;
"Government Issue"	all materials, parts, components, equipment, specifications, articles and things which may be supplied to a contractor by the Government for purposes of the Work;
"Herein", "hereby", "hereof", "hereunder"	and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof;



“Hot Work”	means any welding, cutting or material by use of torch or other open flame devices and grinding which produces sparks;
“Instruct”	means to inform the Departmental Representative of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures;
“Isolate”	means to physically prevent the transmission or release of an energy source to machinery or equipment;
“Lubricate”	means to apply oil or grease to joints between moving parts and joints between fixed and moving parts;
“Measure”	means to determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer;
"Operational Baseline"	means the annual value of the Work in terms of disbursements, direct labour and fees;
"Operation and Maintenance Baseline"	means operations, maintenance, utilities and repair work up to \$10,000 in terms of units and value of Work to be performed by the Contractor over twelve (12) consecutive months;
"Plant"	includes all tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;
“Physical Power plant”	means a boiler or two or more boilers on the same premises together with their accessories, from which the steam produced is used to provide heating to buildings or motive power for an engine or turbine or two or more engines or turbines or a combination of services.
“Remove”	means to take off or away from;
“Repair”	means to restore to a sound state;
“Replace”	means to restore by removing old components and replacing with new components;
“Report”	means to report to the Departmental Representative on-site and include in work report the results of inspection and proving, note problems encountered, services required, services performed and readings taken;
"Request For Electrical Isolation and Re-energization"	Authorization form to be completed. Equipment is to be isolated and re-energized using the proper Isolation procedures. Lock Out–Tag-Out Process to be followed. A sample form is included in Appendix B and C.
“Shut Down”	means to take out of operational service;
“Start Up”	means to return to operational service;



“Seasonal Air” Conditioning Operation defined as the time frame, based on number of months that the outside air temperature is hot enough to warrant the start-up and fractional or continuous operation of the air conditioning compressors within the building air handling ventilation systems . Daily building systems operational condition checks and/or any maintenance work during this time must be dated and logged in the Heating Plant Maintenance log.

“Seasonal” Boiler Operation - defined as the time frame, based on number of months that the outside air temperature is cold enough to warrant the start-up and fractional or continuous operation of the central heating plant. Daily building systems operational condition checks and/or any maintenance work during this time must be dated, logged in and signed off the Heating Plant Maintenance log.

In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

## 2.0 GENERAL REQUIREMENTS

### 2.1 Location

Work site for this Contract includes the following:

***Coast Guard Base, Saint John, NB***

### 2.2 General

Scope of work under this Contract includes but shall not be limited to the provisions of all labour, material, tools, supervision, and provide equipment necessary to complete the maintenance and repairs for refrigeration and air conditioning equipment & boiler maintenance & repair and provide the services listed in Section 4 Mechanical Requirements

### 2.3 Contractor’s Responsibilities

**2.3.1** The Contractor shall maintain and provide DFO with current phone, fax and pager numbers to be able to provide response to requests for service from the local Departmental Representative on a twenty-four (24) hour, seven (7) day-per-week basis. The Contractor shall, immediately upon completion of the service, report back to the DFO representative describing the action taken to correct the problem. The following work priorities and response times shall apply:

#### **2.3.1.1 Emergency service during “seasonal operation”**

A priority of “Emergency” is defined as a deficiency or breakdown during equipment seasonal operation that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment or the facility. Maintenance identified with this priority must be responded to immediately and must be reported without delay to designated manager.

**Standard response times - Onsite within 1 hour.**



### **2.3.1.2 Routine service during “seasonal operation”**

A priority of “Routine” is defined as essential maintenance requirements during equipment seasonal operation that should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment or the facility.

**Standard response times - Onsite within 24 hours.**

- 2.3.2** The Contractor shall contact the Departmental Representative on the first working day following an "after normal working hours" emergency or urgent call and obtain a requisition number.
- 2.3.3** The Contractor shall register with the Departmental Representative or designate thereof upon entering and leaving the premises when applicable.
- 2.3.4** The Contractor, when requested by the Departmental Representative for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed estimate to complete repairs and put the equipment in proper working order.
- 2.3.5** Service and/or repair to be provided on an as- and –when-requested basis only.
- 2.3.6** The Contractor must have a staffed office at all times during normal business hours and a demonstrated ability to receive and respond to calls for service as per Item 3.1 of this Section, outside of normal business hours.
- 2.3.7** On award of Contract, the Contractor must provide names of personnel performing work on this contract complete with proof of their qualifications.
- 2.3.8** The Contractor must report to the site with a service vehicle that is reasonably well stocked with replacement parts to carry out repairs on the systems in use in these facilities.

## **2.4 Log Books**

The Contractor shall complete all applicable log books outlining all work performed. An Ozone Depleting Substance Control Card shall be completed for all disposal or charge application. Payment shall not be made if log book is incomplete.

## **2.5 Invoicing**

- 2.5.1** The Contractor shall submit a “job slip” signed by the Departmental Representative with an invoice. No invoice will be considered for payment unless accompanied by an authorized job slip(s), as detailed in the sample supplied in Appendix "A".
- 2.5.2** Invoice must show:
  - a) Contract number
  - b) Work location
  - c) Date
  - d) Requisition number
  - e) Name of person who authorized call
  - f) Hours broken down as per Unit Price Table
  - g) Material net cost and 10% markup



**2.5.3** In the event of a dispute, the Contractor is to make any and all records available to the Department to substantiate time and/or materials spent on any one job.

**2.5.4** The Contractor must submit a completed "Request For Electrical Isolation and Re-Energization" form, when applicable, before any work can be invoiced.

## **2.6 Site Visits/ Work Inspection**

The Departmental Representative may, without formal notice, visit the base to ensure the contract is being administered properly and to visually inspect work quality and appropriate services.

## **2.7 Codes and Legislated Requirements**

The following codes and standards in effect at the time of the award are subject to change/revision. The latest editions of each shall be enforced during the term of the contract:

- a. National Building Code of Canada.
- b. Part II of the Canada Labour Code.
- c. Part 7, NBC, of the Canadian Plumbing Code.
- d. Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
- e. Fire Commission of Canada #301 Standard for Building Construction Operations.
- f. Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
- g. *Canadian Environmental Protection Act*.
- h. Canadian Electrical Code, Part I, CSA C22.1.
- i. Contractor's electrical safety requirements that must include lockout procedures.

The Contractor is responsible to be familiar with the cited codes and standards and to ensure that all work undertaken on behalf of Department of Fisheries and Oceans is completed in a safe manner and, at a minimum, in compliance with the cited codes and standards. In the event there is a conflict between these Procedures and the cited codes and standards, the cited codes and standards are to prevail.

- j. Federal and Provincial Halocarbon Regulations.
- k. CAN/CSA-B52 Mechanical Refrigeration Code.
- l. Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.
- m. The Contractor can obtain addresses for codes and standards from the Departmental Representative upon request.
- n. In the event of a conflict between any of the above codes or standards, the most stringent shall apply.
- o. These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.

The Contractor must obtain and maintain all permits, licenses and certificates or 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 or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.





## 2.8 Refrigerant Charge Adjustment

- 2.8.1 Where a refrigerant charge adjustment is required, the work shall be completed by a reputable certified refrigeration service company and all necessary compliancy documentation must be given to the DFO Representative when any refrigerant or oil is removed or added to an appliance.
- 2.8.2 No refrigerant is to be discharged into the atmosphere, used to flush or purge systems, used as a cleanser or used for leak detection.
- 2.8.3 The Contractor must have or have access to refrigerant reclamation unit and be trained in its use and operation.
- 2.8.4 No appliance is to be discarded while containing refrigerant or oil. The disposal application form must be received and a disposal permit attached to the appliance before being disposed of.
- 2.8.5 When the charge is removed for repair purposes, the designate is to be advised of the cost of installing isolation valves to prevent the necessity of further removals.
- 2.8.6 All accidental discharges are to be reported immediately to the Departmental Representative. A written report along with the Ozone Depleting Substance Control Card shall be completed within four (4) hours of the discharge.
- 2.8.7 All work is to be performed in accordance with the Refrigeration Service Engineers Society Code of Practice, the Federal *Environmental Protection Act*, Provincial Environmental Acts and Regulations and

## 2.9 Permits and Fees

- 2.9.1 Provide the authorities having jurisdiction over building system inspections/certifications with all information requested.
- 2.9.2 Pay all fees and obtain building system certificates and permits required.
- 2.9.3 Furnish these certificates and permits when requested.

## 2.10 Existing Services

- 2.10.1 Any shutdown to execute service or repair must first be approved by the Departmental Representative or designate thereof. Normal working hours shall be construed as 0700 hours to 1700 hours, Monday through Friday, inclusive excluding holidays.
- 2.10.2 Ensure that capacity of services is adequate prior to imposing additional loads on the Boiler Plants. The Contractor is to make sure that the physical power plant is being run efficiently at all times of seasonal operation. Optimal performance of these systems is essential and should bear no unnecessary extraordinary fuel expenses nor higher than average power consumption costs to the owner.
- 2.10.3 Inform the Departmental Representative immediately of any code violations or required repairs that could pose a hazard to employees or building occupants.

## 2.11 Cleaning

- 2.11.1 Maintain work area free of accumulated waste and rubbish.
- 2.11.2 Remove and dispose of all debris, used and obsolete materials or expired parts at the end of each work day.



2.11.3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contract work.

## **2.12 Cutting, Fitting and Patching**

Cut, fit and patch where required for work under this contract. Make good all disturbed surfaces to original condition.

## **2.13 Co-ordination and Protection (Hot Work)**

2.13.1 Movement of office furniture is the Contractor's responsibility.

2.13.2 Furniture including desks, file cabinets, shelving units, chairs that are moved because of the work requirements will be moved back at the end of each work day.

2.13.3 Protect existing work from damage.

2.13.4 Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work.

2.13.5 Obtain the Departmental Representative's approval before welding, cutting, boring or augmenting any structural load bearing members.

2.13.6 All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.

## **2.14 Product Approvals**

2.14.1 The Contractor must ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).

2.14.2 The Contractor must submit valid Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work. MSDS Sheets to remain on-site at all times.

2.14.3 No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).

## **2.15 Materials and Equipment**

2.15.1 Parts, equipment and materials to be supplied in new condition, CSA certified, and manufactured to all relevant codes, standards and practices relevant to the equipment being repaired/replaced.

2.15.2 Where there is no alternative to supplying equipment that is not CSA certified, obtain special approval from an independent testing agency recognized by the provincial Department of Labour.

2.15.3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.

2.15.4 Request direction from the Departmental Representative prior to replacing any component.

2.15.5 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.

2.15.6 Deliver, store and maintain materials with manufacturer's seals and labels intact.



- 2.15.7 Store materials in accordance with manufacturer's and supplier's instructions.
- 2.15.8 Do not store materials on-site without the Departmental Representative's approval.
- 2.15.9 Fisheries and Oceans Canada accepts no responsibility for materials or equipment stored on-site.
- 2.15.10 When an equipment inventory numbering system exists, identify to the appropriate Departmental contact all pertinent data relative to the new piece of equipment upon installation.
- 2.15.11 The Contractor is to supply shop drawings and manufacturer's instructions and specifications on all new equipment exceeding \$250.00 in value.
- 2.15.12 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.

## **2.16 Personnel**

- 2.16.1 The Contractor's proposed resources must have a valid Department of Labour licence for the applicable Province to work on all aspects of refrigeration/air conditioning & stationary engineering work related to this Contract. DFO may at any time during this Contract request to inspect a person's certification.
- 2.16.2 The Contractor must provide the Departmental Representative with a list of all people working on DFO premises, complete with a copy of their licences, where applicable, and will update the list immediately when personnel changes.

## **2.17 No Exclusive Right**

This Contract does not create an exclusive right of the Contractor to perform all associated building systems work that may be required. The Department reserves the right to have any work done by other means.

## **2.18 Workmanship**

- 2.18.1 All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.
- 2.18.2 Replace all work unsatisfactory to the Departmental Representative without extra cost.

## **2.19 Work Site Security**

- 2.19.1 Work Site security is the responsibility of the Contractor who shall erect temporary site enclosures, barricades and fencing to prevent unauthorized entry, pilferage and vandalism.
- 2.19.2 Any work that may disrupt the operations of the occupying clients will be carried out after normal building operational hours. For all work carried out after normal building operational hours, the Departmental Representative will determine acceptable building security.



## 2.20 Meetings

Attend meetings at site when notified by Department of Fisheries and Oceans Canada.

## 2.21 Drawings and Maintenance Manuals

2.21.1 Where available, maintenance manuals and drawings for new work are to be accessible for viewing by the Departmental Representative when required. Maintenance manuals and drawings for existing work are available for viewing from the Departmental Representative, when required.

2.21.2 Additions, relocation or removal of heating equipment are to be recorded, dated and initialled by the Contractor or the Departmental Representative on the "as-built" prints where applicable.

2.21.2 "As-built" drawings are to be revised accordingly to indicate any deviations to the originals.

## 3.0 SAFETY REQUIREMENTS

### 3.1 Compliance Requirements

3.1 Comply with the Canada Labour Code Part II and the *Canada Occupational Health and Safety Regulations*.

3.2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.

3.3 Observe and enforce construction safety measures required by the following statutes and authorities:

- i. The National Building Code of Canada, Part 8.
- ii. The National Fire Code of Canada.
- iii. Provincial Workers Compensation Board.
- iv. Municipal Statutes and Ordinances.

3.4 The Contractor and his/her personnel must adhere to the Federal Government 'NO SMOKING' Policy while in Federal facilities and/or Scent Free Policy if applicable.

3.5 All sub-contractors shall adhere to the above qualifications.

### 3.2 Submittals

Contractor is to provide (within seven (7) calendar days after closing and award):

3.2.1 Documentation indicating that the Contractor has successfully completed a recognized current (within the last 3 years) **EXTERNAL SAFETY AUDIT**. This audit to be performed by an independent company/person qualified to conduct safety audits.

3.2.2 Before Work Begins – Contractor shall provide:

a. The Contractor has prepared, through risk assessment, a site-specific health and safety management plan.

### 3.3 Training

3.3.1 Before Work Begins – Contractor is to provide documentation to the Project Authority:

A. Certification of training for safety for all personnel that will be involved with the Service Contract. Updated list complete with licenses shall be kept on site, including personnel changes.



B. Training for workers shall include (but not be limited to):

- a. Safe operation of tools and equipment.
- b. Proper use and maintenance of personal protective equipment (PPE).
- c. Safe work practices and procedures for their given work tasks or function.
- d. Site conditions and minimum site safety rules.

### 3.4 Disciplinary Procedures for Safety Violations

3.4.1 Contractor shall immediately address and correct any health and safety violations and non-compliance issues.

3.4.2 Disciplinary Procedures applied by DFO Departmental Representative for non-compliance and safety violations shall be as follows:

- a. **First Official Warning:** Verbal warning issued to the Contractor for the first violation of safety regulations, rules, policies and procedures. (Violation will be documented on contract file, with copy to Contractor and DFO).
- b. **Second Official Violation:** Written warning to Contractor for second violation of safety regulations, rules, policies and procedures. (Violation will be documented on contract file, with copy to Contractor and DFO).
- c. **Third Official Violation:** A third violation of a safety regulations, rules, policies and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SC(s). (Documented to contract file, with copies to Contractor and DFO).
- d. **Serious Violation or Illegal Offence:** For a serious violation of a safety regulations, rules, policies and procedures as deemed by a Regulator, Project Manager or Safety Officer, a recommendation will be made to the Contracting Authority to immediately terminate the SC(s). (Violation documented on contract file, with copies to Contractor and DFO).

### 3.5 Asbestos

3.5.1 Within the confines of the site, the provision of products containing fibrous asbestos materials is prohibited.

3.5.2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in the course of work, stop work and notify the Departmental Representative immediately. Do not proceed until written instructions have been received from the Departmental Representative.

### 3.6 Fastening Devices Explosive Actuated

Explosive-actuated devices shall not be used until approved in writing by the Departmental Representative.

### 3.7 Hot Work

3.7.1 All hot work activity, as defined in "Service Definitions" of this specification, is to take place with written permission from the Departmental Representative (Hot Work Permit).

3.7.2 The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.



- 3.7.3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 60 minutes after activity has ceased.

### **3.8 Confined Spaces**

- 3.8.1 All work in confined spaces will be carried out in compliance with the *Canada Occupational Safety and Health Regulations*, Part XI.
- 3.8.2 The Contractor is to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the *Canada Occupational Safety and Health Regulations*, Part XI.
- 3.8.3 The Contractor is to provide and maintain training, as required by the *Canada Occupational Safety and Health Regulations*, Part XI.
- a. The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Departmental Representative.
- 3.8.4 The Contractor is to provide the Departmental Representative with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the *Canada Occupational Safety and Health Regulations*, Part XI.
- 3.8.5 The Contractor is to have a hazard assessment of the confined space performed.
- a. The Contractor is to provide the Departmental Representative with a copy of the hazard assessment.

### **3.9 Fall Protection**

- 3.9.1 All work carried out above the mandatory height restrictions, from unguarded structure or vehicle and/or from ladders, staging and scaffolding, will be done in compliance with the *Canada Occupational Safety and Health Regulations*, Part XII, Section 12.10.
- 3.9.2 The components of a fall protection system shall meet the standards as outlined in the *Canada Occupational Safety and Health Regulations*, Part XII, Section 12.10 (2).
- 3.9.3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified person as required by the *Canada Occupational Safety and Health Regulations*, Part XII, Section 12.3.

### **3.10 Safety Plan**

- 3.10.1 The Contractor must provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational Health and Safety Acts. The Departmental Representative shall advise the Contractor where the federal standards apply.
- 3.10.2 The Contractor must perform site hazard assessments to establish site specific safe work practices/procedures for the safety and well being of their employees. Copies shall be made available to the Departmental Representative upon request.
- 3.10.3 All copies of the formal hazard assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
- 3.10.4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and



addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) that incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.

- 3.10.5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- 3.10.6 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person in non-compliance shall be subject to disciplinary procedures.
- 3.10.7 The Contractor must ensure that all applicable personal protective equipment (PPE) is used.
- 3.10.8 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Service Contract.

### **3.11 Lockouts**

Prepare Lockout Procedures in writing. Describe safe work practices, work functions and sequence of activities to be followed on site to safely isolate all potential energy sources and lockout/tag out facilities and equipment. A sample form for Lock-out and Tag out authorization is included in Appendix B of this Contract

## **4.0 ENVIRONMENTAL PROTECTION**

### **4.1 Environmental**

All work is to be performed in accordance with the Federal *Environmental Protection Act* and the Provincial Environmental Acts and Regulations.

### **4.2 Disposal of Wastes**

- 4.2.1 Do not bury rubbish and waste materials on site unless approved by the Departmental Representative.
- 4.2.2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

### **4.3 Drainage**

- 4.3.1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- 4.3.2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- 4.3.3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

### **4.4 Site Clearing and Plant Protection**

- 4.4.1 Protect trees and plants on site and adjacent properties where indicated.



- 4.4.2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
- 4.4.3 Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- 4.4.4 Minimize stripping of topsoil and vegetation.
- 4.4.5 Restrict tree removal to areas indicated or designated by the Departmental Representative.

#### **4.5 Work Adjacent to Waterways**

- 4.5.1 Do not operate construction equipment in waterways.
- 4.5.2 Do not dump excavated fill, waste material or debris in waterways.
- 4.5.3 Design and construct temporary crossings to minimize erosion to waterways.
- 4.5.4 Do not skid logs or construction materials across waterways.
- 4.5.5 Avoid indicated spawning beds when constructing temporary crossings of waterways.

#### **4.6 Pollution Control**

- 4.6.1 Maintain temporary erosion and pollution control features installed under this contract.
- 4.6.2 Control emissions from equipment and heating plant within local 'authorities' emission limit requirements.
- 4.6.3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
- 4.6.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

#### **4.7 Open Fire**

Fires on site are not permitted.

### **5.0 MECHANICAL REQUIREMENTS**

#### **5.1 Duties and responsibilities:**

- 5.5.1 Carry out and assist in various types of building maintenance as requested by Department of Fisheries & Oceans Canada
- 5.5.2 Perform boiler operation safety checks, blowdowns, chemical tests as required under the New Brunswick Boiler and pressure Vessel act. Relocate, install or repair equipment, such as but not limited to: Boilers, pumps, evaporators, heating and cooling coils condensers, compressors, electric motor, valves, dryers, piping and insulation, etc.





- 5.5.3 Conduct walk through inspections of all relevant building areas on a daily basis while plant is in seasonal heating operation.
- 5.5.4 Cleaning of the boilers after shutdown in the spring and start up in the fall while ensuring for boiler inspection by the New Brunswick Department of Public Safety.
- 5.5.5 Maintain a daily boiler room log along with a safe and clean working environment, following all codes requirements of the Canada labour code.
- 5.5.6 During the off heating season. Perform weekly safety checks of the domestic hot water system.
- 5.5.7 Produce all certificates and permits upon request of Fisheries and Oceans Canada Departmental Representative.
- 5.5.8 Instruct the Departmental Representative on-site of any new operating procedures when installing or modifying new or existing equipment.
- 5.5.9 Contractor will also provide additional necessary repairs to the Power Plant equipment, Boiler equipment, domestic water (hot and cold) systems & HVAC equipment when approved by the facility manager.



**Appendix A  
JOB SLIP SAMPLE**

**Company name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tradesperson's name:**

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

Licence # \_\_\_\_\_  
 Licence # \_\_\_\_\_  
 Licence # \_\_\_\_\_

**Total cost:** \_\_\_\_\_

**Description of work:\*** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Start time:** \_\_\_\_\_

**Completion time:** \_\_\_\_\_

**Total hours:** \_\_\_\_\_

Materials and supplies ( Supply original Receipts)	Cost

**GST/HST**

**TOTAL**

\_\_\_\_\_  
**Contractor's Signature**

\_\_\_\_\_  
**Departmental Representative's Signature**

\*Include nature of problem, cause of problem and corrective action taken.



## Appendix B LOCK-OUT TAG-OUT AUTHORIZATION FORM SAMPLE

	Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada	<b>REQUEST FOR ELECTRICAL ISOLATION AND RE-ENERGIZATION DEMANDE DE COUPE À LA SOURCE ET RÉ-ALIMENTATION</b>	
<b>A. Building Name and Address - Nom et adresse de l'immeuble</b>			
Specific Location of Installation or Equipment to be Isolated/Re-Energization (indicate floor, wing, room no., cabinet no., etc.) Endroit précis de l'installation ou de l'appareillage devant être coupé à la source et ré-alimenté. (indiquer l'étage, l'aile, le n° de la pièce, le n° du panneau, etc.)		Isolation/Re-Energization Request No. N° de la demande de coupure à la source et ré-alimentation	
		Project Number - Numéro de projet	
		Date and Time of Request - Date et heure de la demande	
		Date (Y-A MM D-J)	Hour (HH:MM)
Description of Installation or Equipment to be Isolated/Re-Energization Description de l'installation ou de l'appareillage devant être coupé à la source et ré-alimenté		Isolation to Start On - Coupure à la source devant débiter le	
		Date (Y-A MM D-J)	Hour (HH:MM)
		Isolation to End On - Coupure à la source se termine le	
		Date (Y-A MM D-J)	Hour (HH:MM)
Isolating and Re-Energization Procedures - Procédures de coupure et de ré-alimentation (NOTE: When procedures involve more than one operation an Isolation Procedure (PWGSC-TPSGC 12) and a Re-Energizing Procedure (PWGSC-TPSGC 12-1) must be completed and attached.) (NOTA : Lorsqu'une procédure comporte plus d'une opération, vous devez remplir les formulaires Procédures de coupure à la source (PWGSC-TPSGC 12) et Procédures de ré-alimentation (PWGSC-TPSGC 12-1) et les annexer au présent formulaire.)			
Voltage Tension <input type="checkbox"/> When high voltage equipment is to be Isolated, a Procedures for Isolation and Re-Energizing form must be completed and attached. (see form numbers above) Pour la coupure à la source d'appareillage à haute tension, vous devez remplir les formulaires Procédures de coupure à la source et Procédures de ré-alimentation et les annexer au présent formulaire. (voir les numéros de formulaires ci-haut)			
Update of Line Drawings Required Upon Completion Nécessité de mettre à jour les schémas électriques une fois les travaux terminés <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non			
Requested By - Demandé par			
Name of Manager/Supervisor or the Departmental Representative Nom du gestionnaire/superviseur ou du représentant ministériel		Signature	
		Date (Y-A MM D-J)	
		Hour - Heure (HH:MM)	
<b>B. Request Approved - Demande autorisée</b>			
Name of Guarantor - Nom du garant		Signature	
		Date (Y-A MM D-J)	
		Hour - Heure (HH:MM)	
<b>C. Isolation Confirmed - TO BE COMPLETED PRIOR TO COMMENCEMENT OF WORK Coupure à la source confirmée - À REMPLIR AVANT DE COMMENCER LES TRAVAUX</b>			
Isolation has been tested for potential and its determined safe for workers to perform the work. Le procédé de coupure à la source a été vérifié pour potentiel et les travaux peuvent être exécutés en sécurité.			
Name of the manager/supervisor or Contractors qualified person Nom du gestionnaire/superviseur ou du représentant qualifié de l'entrepreneur		Signature	
		Date (Y-A MM D-J)	
		Hour - Heure (HH:MM)	
<b>D. Completion of Requested Isolation Time and Completion of Work Confirmed Achèvement de la période demandée pour la coupure à la source et confirmation de l'exécution des travaux</b>			
Line Drawings Updated as Required Les schémas électriques ont été mis à jour tel que demandé <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non			
Name of the manager/supervisor or Contractors qualified person Nom du gestionnaire/superviseur ou du représentant qualifié de l'entrepreneur		Signature	
		Date (Y-A MM D-J)	
		Hour - Heure (HH:MM)	
<b>E. Approval of Completion of Work and Confirmation that Equipment or Installation has been Re-energized Approbation d'achèvement des travaux et confirmation de la remise sous tension de l'appareil ou de l'installation</b>			
Name of the manager/supervisor or Contractors qualified person Nom du gestionnaire/superviseur ou du représentant qualifié de l'entrepreneur		Signature	
		Date (Y-A MM D-J)	
		Hour - Heure (HH:MM)	

PWGSC-TPSGC 13 (2014-11)

**THIS RECORD MUST BE KEPT FOR ONE YEAR FOLLOWING COMPLETION OF WORK  
À CONSERVER PENDANT UN AN APRÈS LA FIN DES TRAVAUX**

Copy 1  
Copie 1  Manager in Charge of Worksite or Supervisor  
Gestionnaire responsable du lieu de travail ou superviseur

Copy 2  
Copie 2  To be submitted to, and retained by the Guarantor (upon completion of the work)  
À remettre au garant à la fin des travaux. Le garant doit garder cette copie.



**Appendix C**  
**LOCK-OUT TAG-OUT ELECTRICAL ISOLATION TAG**



PWGSC-TPSGC 14 (2/97)



## ANNEX "B" BASIS OF PAYMENT

1. The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Agreement, if applicable.
2. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.
3. The Offeror will be paid for the actual hours worked at the firm hourly rates detailed below. The Offeror will be paid an initial half hour minimum charge calculated from the time the Offeror's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.
4. Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
5. Unspecified Material & Equipment shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
6. The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.
  - c. However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the offer. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - d. Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.

### c. Pricing

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- i. Labour including supervision, allowances and liability insurance;
- ii. Travel time;
- iii. Transportation/vehicle expenses;
- iv. Tools and tackle;
- v. Overhead and profit;
- vi. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

**NOTE:** *in the case of error in the extension of prices, the unit price will govern. Canada may enter into an agreement without negotiation.*



INITIAL CONTRACT PERIOD (Contract Award to November 30, 2017)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____
		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for the Initial Contract Period						
Applicable Taxes:						

\*NOTE: The Estimated Quantity entered in column three for each item is an estimate only for service as and when required and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

OPTIONAL YEAR ONE (December 01 2017 to November 30, 2017)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within max of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____



		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for the Option Year 1						
Applicable Taxes:						

OPTIONAL YEAR TWO (December 01 2018 to November 30, 2019)						
#	DESCRIPTION: Class of Labour, Material or Plant		UNIT OF MEASURE	ESTIMATED QUANTITY* (A)	UNIT PRICE (B)	EXTENDED TOTAL C = (A x B)
1.	Operational Rounds, including travel time and all related expenses, productive labour at the job site. <b>During regular hours:</b> 0700-1700 hours Monday through Friday	Licensed tradespeople	Per Hour	600	\$ _____	\$ _____
		Stationary Engineer	Per Hour	80	\$ _____	\$ _____
2.	Service calls <b>beyond regular hours:</b> Monday through Sunday, including all day Saturday, Sunday and holidays	Licensed tradespeople	Per Hour	50	\$ _____	\$ _____
		Stationary Engineer	Per Hour	50	\$ _____	\$ _____
3.	<b>Emergency Firm Rates:</b> Anytime as requested, on site within maximum of 1 hour from call.	Licensed tradespeople	Per Hour	15	\$ _____	\$ _____
		Stationary Engineer	Per Hour	15	\$ _____	\$ _____
4.	<b>Operational Material-Parts Allowance:</b> (Replacement parts, technical inspections, equipment assessments, specialty equipment required and /or increased site security as a result of any Boiler or HVAC breakdown.) Supplies to be provided at net cost with a maximum mark up of 10%. (\$20,000.00+ 10% markup= )					\$ 22,000.00
Subtotal for Option Year 2						
Applicable Taxes:						



**ANNEX "C" SECURITY REQUIREMENTS CHECK LIST**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat F5513-150187
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 DFO	2. Branch or Directorate / Direction générale ou Direction RPSS	
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 Boiler & HVAC service <del>contract</del> for Saint John Coast Guard Base, Saint John, NB		
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? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? 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"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité







Contract Number / Numéro du contrat F5513-150187
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?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (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 FIABILITÉ	<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 EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C - SAFEGUARDS (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  
Non  Oui

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?  No  Yes  
Non  Oui

**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  
Non  Oui

**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  
Non  Oui

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  
Non  Oui



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat F5513-150187
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

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				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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 » au haut et au bas du formulaire.

12. b) Will the documentation 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

**Contract / file number:** # F5211-160163

**PROJECT TITLE:** Boiler and HVAC maintenance Services at Saint John Base

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

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

Resource Person working on this project	Date of birth YYYY/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			
<b>Document Safeguarding Capability</b>			

**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

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.



- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX "E" EVALUATION CRITERIA**

**MANDATORY CRITERIA:**

Offers will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offerors' Offers must clearly demonstrate that they meet all Mandatory Requirements for the Offer to be considered for further evaluation. Offers not meeting the mandatory criteria will be excluded from further consideration.

**The Offeror must include the following table in their Offer, indicating that their Offer meets the mandatory criteria, and providing the Offer page number or section that contains information to verify that the criteria has been met.**

No.	Mandatory Criteria	Meets Criteria (✓)	Does not meet Criteria (✓)	Offer Page No.
<b>The Offeror</b>				
<b>M1</b>	The Offeror must include a document detailing its planned approach in order to meet the level of service within the timeframes outlined in Annex A Statement of Work			
<b>M2</b>	<p>The Offeror must provide evidence of three (3) recent cumulative years' experience and past performance in repair and maintenance services for commercial or industrial Boiler and HVAC Systems by referencing similar projects/contracts/offer agreements.</p> <ul style="list-style-type: none"> <li>• Recent experience is defined as experience gained within the last seven (7) years up to and including the solicitation closing date.</li> <li>• Similar is defined as a comprehensive maintenance services on Boilers and HVAC equipment.</li> </ul> <p>The Offeror must provide:</p> <ul style="list-style-type: none"> <li>• Name of the organization;</li> <li>• Brief Description of work performed;</li> <li>• Day/Month/Year when the services were provided;</li> <li>• Contact and Phone # of the contact.</li> </ul>			
<b>M3</b>	The offeror must provide the names of proposed resource(s) personnel performing the tasks			
<b>The Proposed Resources</b>				
The Offeror must provide the following information for one primary and one back-up resource. The Offeror's Offer must include a complete résumé of the proposed resources which will support the skills/expertise being requested / offered.				
<b>M4</b>	<p>The proposed resources must be in possession of the required certifications indicated below. It is mandatory that valid copies of the required certifications for each proposed employee be submitted with the Offer. If not included with the Offer, the Offer will be deemed non-responsive.</p> <ul style="list-style-type: none"> <li>• A valid Refrigeration and Air Conditioning Certification</li> <li>• A valid Ozone Depletion Prevention Card</li> <li>• A valid 4th Class Stationary Engineer Certification</li> </ul>			



**Point Rated Technical Criteria**

Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Offers which fail to obtain the required minimum number of **4 points** will be declared non-responsive. Each point rated technical criterion should be addressed separately.

**Rated Criterion 1: Knowledge and Understanding**

**For the following criterion:**

**0 points:** Unsatisfactory: No details provided. No approach and/or methodology and/or understanding was proposed.

**1 point:** Incomplete or limited explanation of how it will meet this requirement. The approach and/or methodology and/or understanding lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with the objective and expected outcomes of this requirement. The Offeror does not demonstrate the minimum capability to meet any of the elements of the requirement.

**2 points:** Poor explanation of how it will meet this requirement. The approach and/or methodology and/or understanding has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The Offeror may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.

**3 points:** Acceptable and adequate explanation of how it will meet this requirement. The approach and/or methodology and/or understanding is structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The Offeror demonstrates the minimum acceptable capability to meet most elements.

**4 points:** Good explanation of how it will meet this requirement. The approach and/or methodology and/or understanding structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Offeror demonstrates the capability to adequately meet all elements of the requirement.

**5 points:** Excellent and in-depth and specific explanation on how it will meet this requirement. The approach and/or methodology and/or understanding is structured, coherent, and all necessary details are provided. No deficiencies exist. The Offeror demonstrates an understanding of the objective and expected outcomes of this requirement. The Offeror demonstrates the capability to fully meet all elements of the requirement.

Criterion		Max Points	Point Breakdown Structure	Cross Reference to Offer [COMPLETED BY OFFEROR]
R1	The Offeror should clearly describe the proposed approach and methodology to meet the requirements	5	Unsatisfactory = <b>0 points</b> Incomplete or limited explanation = <b>1 point</b> Poor explanation = <b>2 points</b> Acceptable explanation = <b>3 points</b> Good explanation = <b>4 points</b> Excellent/Comprehensive explanation = <b>5 points</b>	
R2	The Offeror should clearly describe firm's commitment to the use of environmentally suitable materials, technology, the recycle or safe disposal of materials	5	Unsatisfactory = <b>0 points</b> Incomplete or limited explanation = <b>1 point</b> Poor explanation = <b>2 points</b> Acceptable explanation = <b>3 points</b> Good explanation = <b>4 points</b> Excellent/Comprehensive explanation = <b>5 points</b>	
Total evaluated score		<b>/10</b>		