



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

189 Prince William St Rm 405

189, rue Prince William, pièce 405

Saint-John, NB E2L 2B9

Bid Fax: (506) 636-4376

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
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,
services, and construction listed herein and on any attached
sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux 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 annexes
ci-jointes, les biens, services et construction énumérés
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Saint John, NB (STJ)

189 Prince William St., Rm 405

189, rue Prince William, Pc 405

St. John, NB E2L 2B9

Title - Sujet Heating Systems Service-Various PEI	
Solicitation No. - N° de l'invitation W6898-180038/A	Date 2017-11-07
Client Reference No. - N° de référence du client W6898-180038	GETS Ref. No. - N° de réf. de SEAG PW-\$STJ-005-4224
File No. - N° de dossier STJ-7-40119 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-20	
Time Zone Fuseau horaire Atlantic Standard Time AST	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax (STJ), Sandra	Buyer Id - Id de l'acheteur stj005
Telephone No. - N° de téléphone (506) 636-4362 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN 17000, B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The work under this Service Contract covers the furnishing of all labour, material, tools and equipment required to provide the following at HMCS Queen Charlotte, Queen Charlotte Armoury and Brighton Compound:

- Weekly Heating Plant operational inspection at HMCS Queen Charlotte and Queen Charlotte Armoury;
- Heating season system start-up at HMCS Queen Charlotte and Queen Charlotte Armoury;
- End of heating season system shut down at HMCS Queen Charlotte and Queen Charlotte Armoury;
- Weekly furnace checks at Brighton Compound;
- Annual service and cleaning of the furnaces at Brighton Compound; and
- Repair services, when requested, at all facilities

The Service Contract is required for the period from April 1, 2018 to March 31, 2019 with an option to extend for two additional, one year periods. The services must be provided in accordance with the Specification attached at Annex "E".

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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.

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 (2017/04/27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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Delete: 60 days
Insert: 150 days

2.2 Submission of Bids

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS (506-636-4376).

NOTE: FACSIMILE BIDS

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

Bid Receiving
Public Works and Government Services Canada
Room 421
189 Prince William Street
Saint John, New Brunswick
E2L 2B9

NOTE: THIS IS NOT A PUBLIC OPENING

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

2.3 Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 FPS in receipt of a pension, as applicable:

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

By providing this information, 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;

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- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

(Derived from - Provenant de: A3025T, 2014/06/26)

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid - 1 hard copy
Section II: Financial Bid - 1 hard copy (Annex B)
Section III: Certifications - 1 hard 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.

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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 Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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In accordance with the *[Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *[Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - 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" list available at the bottom of the page of the *[Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)* website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Certificates

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

The Bidder must provide, within 10 days following a request from the Contracting Authority, 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.

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 Statement of Work

Statement of Work (Specification) - Contract

The Contractor must perform the Work in accordance with the Specifications at Annex "D".

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(Derived from - Provenant de: B4007C, 2014/06/26)

6.2 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.

6.2.1 General Conditions

2010C (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The work is to be performed from April 1, 2018 to March 31, 2019.

(Derived from - Provenant de: A9022C, 2007/05/25)

6.3.2 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 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 30 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.

(Derived from - Provenant de: A9009C, 2008/12/12)

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Lomax
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 636-4362
Facsimile: (506) 636-4376

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E-mail address: Sandra.lomax@pwgsc.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.

6.4.2 Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

(Derived from - Provenant de: A1030C, 2007/05/25)

6.4.3 Contractor's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.5 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

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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.

(Derived from - Provenant de: A3025C, 2013/03/21)

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

Invoices - Original and two copies are to be made out and sent to:

Department Of National Defence
RP Operations Unit (Atlantic)
Detachment Gagetown
5 CDSB Gagetown
17000, B18, 238 Champlain Avenue
Oromocto, NB
E2V 4J5

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2016/04/04), General Conditions - Services (Medium Complexity);
- (c) Annex D, Specification;

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-
- (d) Annex B, Basis of Payment;
 - (e) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (g) the Contractor's bid dated _____

6.11 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11

6.12 Insurance - Specific Requirements

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.

(Derived from - Provenant de: G1001C, 2013/11/06)

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

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

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
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

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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.

(Derived from - Provenant de: G2001C, 2014/06/26)

ANNEX "A"

Evaluation Criteria and Basis of Selection

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

Mandatory Criteria

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days of request from contracting authority and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven days of request from Contracting Authority and prior to award of the Service Contract, Contractor must provide proof of \$2 Million General Liability Insurance.
5. Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Service Contract.
6. Tradesperson assigned to work under this Service Contract will be in possession of;
 - o Class 4 Power Engineering License;
 - o Oil Burner Technician License; and
 - o Welding License, as required for Boiler Welding Repairs.All licenses will be issued by the Prince Edward Island Department of Public Safety.

Proof of licenses for each individual who will perform work under this Service Contract are required within seven (7) days of request from Contracting Authority and prior to award of the Service Contract.
7. Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such is required within seven (7) days of request from Contracting Authority and prior to award of Contract.

2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will recommended for award of a contract.

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ANNEX "B"

BASIS OF PAYMENT

The following requirement must be strictly adhered to: Failure to do so shall render the bidder's proposal as non-responsive.

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, 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.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

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The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FROM APRIL 1, 2018 TO MARCH 21, 2020.

Item	Description	Unit	Estimated Quantity	A – Term April 1, 2018 to March 31, 2019		B – Option Year April 1, 2019 to March 31, 2020		C – Option Year April 1, 2020 to March 31, 2021	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Cost for Weekly Operation Inspection at Queen Charlotte Armoury as per Annexes A & B	inspection	32						
2	Cost for end of heating season shut-down at Queen Charlotte Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May	shutdown	1						
3.	Cost for heating season start-up at Queen Charlotte Armoury as per Annex B for "MO" control range". Date to be determined by the Engineer, approximately Mid-October	start-up	1						
4.	Cost of weekly operating Inspections at HMC Queen Charlotte Armoury as per Annexes A & B	inspection	32						

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Item	Description	Unit	Estimated Quantity	A – Term April 1, 2018 to March 31, 2019		B – Option Year April 1, 2019 to March 31, 2020		C – Option Year April 1, 2020 to March 31, 2021	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
5.	Cost for end of heating season shut-down at HMC Queen Charlotte Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May	shutdown	1						
6.	Cost for heating season start-up at HMC Queen Charlotte Armoury as per Annex B for "MO" control range". Date to be determined by the Engineer, approximately Mid-October	Start-up	1						
7.	Cost of weekly furnace inspections (Mid-Oct to Mid May) at Brighton Compound as per Annex D	inspection	32						
8.	Cost for summer service and cleaning of the four furnaces at Brighton Compound as per Annex E	quantity	1						
9.	Hourly rate for repairs by a Oil Burner Technician or 4 th class Stationary Engineer	hours	100						
10.	Hourly Rate for a Tradeshelper	Hours	100						

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Item	Description	Unit	Estimated Quantity	A – Term April 1, 2018 to March 31, 2019		B – Option Year April 1, 2019 to March 31, 2020		C – Option Year April 1, 2020 to March 31, 2021	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
11.	All materials will be invoiced at the Contractors wholesale cost, plus a percentage of mark-up, estimated at \$20,000. The Contractor is to submit a percent of mark-up for tendering purposes: % _____ Allowance + Mark-up = TOTAL	Allowance	\$20,000	Mark-up in \$	Allowance + Mark-up=	Mark-up in \$	Allowance + Mark-up=	Mark-up in \$	Allowance + Mark-up=

TOTAL FOR FIRST TERM AND OPTION YEARS

\$ _____ A \$ _____ B \$ _____ C

TOTAL COST

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ANNEX “D”

SPECIFICATIONS



**DEPARTMENT OF NATIONAL DEFENCE
REAL PROPERTY OPERATIONS
DETACHMENT (GAGETOWN)
5 CDSB GAGETOWN**

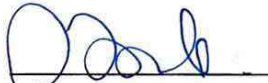
SPECIFICATION

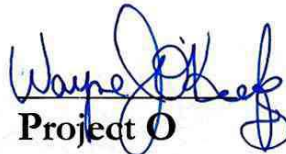
**SERVICE CONTRACT
HEATING SYSTEM INSPECTIONS AND REPAIRS
VARIOUS DND BUILDINGS
CHARLOTTETOWN, PE**

01 APRIL 2018 TO 31 MARCH 2019

WITH OPTIONS TO RENEW FOR TWO, ONE-YEAR PERIODS


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-C135-9900/43

Date: 2017-05-26

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	7
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>List of Annexes</u>		
Annex A	Weekly Boiler Inspection Check List	1
Annex B	Water Treatment Check List	1
Annex C	Annual Boiler Service Checklist	2
Annex D	Weekly Furnace Inspection Checklist	1
Annex E	Annual Furnace Service Checklist	1

END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work under this Service Contract covers the furnishing of all labour, material, tools and equipment required to provide the following at HMCS Queen Charlotte, Queen Charlotte Armoury and Brighton Compound:
 - .1 Weekly Heating Plant operational inspection at HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .2 Heating season system start-up at HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .3 End of heating season system shut down at HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .4 Weekly furnace checks at Brighton Compound;
 - .5 Annual service and cleaning of the furnaces at Brighton Compound; and
 - .6 Repair services, when requested, at all facilities;
- .2 HMCS Queen Charlotte Armoury is located at 210 Water Street Parkway, Charlottetown, PE.
- .3 Queen Charlotte Armoury is located at 3 Haviland Street, Charlottetown, PE.
- .4 Brighton Compound is located at 129 Brighton Road, Charlottetown, PE.

1.02 DURATION OF CONTRACT

- .1 This Service Contract will extend from 01 April 2018 to 31 March 2019 with two, one-year options to renew.

1.03 REFERENCES

- .1 Canada Labour Code, Part II.
- .2 National Fire Code of Canada (Latest Edition).
- .3 National Plumbing Code of Canada (Latest Edition).
- .4 Canadian Electrical Code (Latest Edition).
- .5 Workers Compensation Board of Prince Edward Island.
- .6 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009).
- .7 CSA-B139 Installation Code for Oil Burning Equipment.

1.04 QUALIFICATIONS

- .1 Tradespersons assigned to work under this Service Contract will be in possession of:
 - .1 Class 4 Power Engineering License; or
 - .2 Oil Burner Technician License; and
 - .3 Welding License, as required for Boiler Welding Repairs.

- .2 All licenses will be issued by the Province of Prince Edward Island. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.
- .3 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such must be provided to PWGSC prior to award of this Service Contract.
- .4 All permits and licenses must remain current throughout the life of this Service Contract.

1.05 ENGINEER

- .1 The Engineer as defined and stated in this specification will be the Commanding Officer Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
 - Contracts Office
 - Real Property Operations
 - Detachment (Operations)
 - Building B18
 - 238 Champlain Avenue
 - PO Box 17000 Station Forces
 - Oromocto, NB E2V 4J5
 - Tel: (506) 422-2677
 - Fax: (506) 422-1248

1.06 DOCUMENTS REQUIRED

- .1 Maintain at the job site one copy each of the following:
 - .1 Specifications;
 - .2 Engineers Log Book (572), provided; and
 - .3 Addenda.

1.07 CONTRACTOR'S USE OF SITE

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

1.08 POWER AND WATER

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may

be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.09 ACCEPTABILITY OF MATERIAL

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.10 GUARANTEE

- .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

1.11 CODES AND STANDARDS

- .1 Perform work in accordance with:
 - .1 Canadian Labour Code Part II;
 - .2 National Building Code of Canada;
 - .3 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009);
 - .4 CSA-B139 Installation Code for Oil Burning Equipment; and
 - .5 Canadian Electrical Code.
- .2 Contractor must be registered with the Workers Compensation Board of Prince Edward Island. Proof of such must be provided to PWGSC prior to award of this Service Contract.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health

Canada.

- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.12 OVERLOADING

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

1.13 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

1.14 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

1.15 WORK INCLUDED

- .1 All work is identified in Annexes:
 - .1 Annex A - Weekly Inspection Check List for HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .2 Annex B - Water Treatment Control Procedure for HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .3 Annex C - Service Check List for End Season Maintenance at HMCS Queen Charlotte and Queen Charlotte Armoury;
 - .4 Annex D - Weekly Furnace Inspection Check List at Brighton Compound; and
 - .5 Annex E - Annual Furnace Servicing and Cleaning Check List at Brighton Compound.
- .2 The Contractor is to provide service weekly as per Annex A & B at HMCS Queen Charlotte and Queen Charlotte Armoury and service annually as per Annex C. Additional maintenance and repairs found necessary, must be reported to the Engineer. Once approved by the Engineer, these are to be invoiced as extra to this Service Contract.
- .3 The Contractor is to provide weekly furnace checks as per Annex D at Brighton Compound and service annually as per Annex E. Additional maintenance and repairs found necessary, must be reported to the Engineer. Once approved by the Engineer, these are to be invoiced as extra to this Service Contract.
- .4 Scheduled inspections are to be carried out between the hours of 08:00 hours to 16:00 hours unless otherwise approved by Engineer.

- .5 When emergency repairs are required, the Contractor will notify the Engineer to obtain approval to proceed with the repair. If the Engineer is unavailable, contact the Shift Engineer at the Central Heating Plant, 5 CDSB Gagetown, at 1 506 422-2000 ext 2678 prior to proceeding with repairs. Only repairs deemed as an Emergency by the Central Heating Plant personnel will be approved after normal working hours. This will permit the Contractor to proceed without the Engineer's written approval and request.
- .6 Upon completion of inspection or repair, the Contractor will report to the Engineer prior to leaving the area, ensuring that the unserviceable condition has been corrected and that the work has been completed.
- .7 Approval must be obtained from the Engineer prior to using a Trades Helper on the work site.
- .8 Contractor to note that the Heating Plants are shut down between mid May - mid October.

1.16 EQUIPMENT LIST

- .1 Equipment:
 - .1 HMCS Queen Charlotte - Two (2) Weil McLean Hotwater Boilers with Power Flame Burners;
 - .2 Queen Charlotte Armoury - Two (2) New Yorker Boilers with Reillo Burners; and
 - .3 Brighton Compound (B1, B2, B3 and B10) - Four oil fired Hot Air Furnaces.

1.17 INSPECTION REPORTS

- .1 A final written report, will be submitted to the Engineer after the end of season maintenance & inspection are completed as per Annex C and E. The inspection report will indicate the condition of equipment including:
 - .1 Any repairs or the Contractor considers necessary, details are to be included; and
 - .2 Any safety hazards indicating the urgency of needed repairs or changes.

1.18 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Service Contract is to be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit costs per inspection, hourly rates and a material markup percentage for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided) and profit.
 - .1 Cost for Weekly Operating Inspections at Queen Charlotte Armoury as per Annexes A and B. **Estimated quantity: 32 inspections;**
 - .2 Cost for end of heating season shut-down at Queen Charlotte Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May: **Quantity 1;**
 - .3 Cost for heating season start-up at Queen Charlotte Armoury (this

- includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October:
Quantity 1;
- .4 Cost for Weekly Operating Inspections at HMCS Queen Charlotte as per Annexes A and B. **Estimated quantity: 32 inspections;**
- .5 Cost for end of heating season shut-down at HMCS Queen Charlotte as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May: **Quantity 1;**
- .6 Cost for heating season start-up at HMCS Queen Charlotte (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October:
Quantity 1;
- .7 Cost for Weekly Furnace Inspections (Mid-Oct to Mid-May) at Brighton Compound as per Annex D. **Estimated quantity: 32 inspections;**
- .8 Cost for summer service and cleaning of the four furnaces at Brighton Compound as per Annex E: **Quantity 1;**
- .9 Hourly Rate for repairs by an Oil Burner Technician or a 4th class Stationary Engineer: **Estimated quantity 100 hours; and**
- .10 Hourly Rate for repairs by a Trades Helper: **Estimated quantity 100 hours.**
- .3 All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material. **Estimated Quantity: Twenty Thousand Dollars (\$20,000.00)**
- .4 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .6 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis 0800hrs to 1600hrs Monday to Friday inclusive and emergency service after normal working hours.
- .7 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .8 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .9 The Contractor will not refuse any call for service by the Engineer and will respond within 24 hours on normal service calls and within 4 hours on emergency service calls.
- .10 When service is required, the Engineer will notify the Contractor and detail the job. When requested by the Engineer, a written estimate shall be provided by the Contractor indicating estimated labour and material costs in accordance with the Service Contract.

- .11 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out.
- .12 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure (SOP) for work reports will be provided to the successful bidder after award of Contract. Please note that this SOP is for contract work done on an hourly rate basis only and does not apply to set inspections or services done on a lump sum basis.
- .13 One invoice covering all charges for each Service Request or Inspection will be submitted to the Engineer with a copy of the signed Service Request. The invoice must indicate Contract, Work Order and Requisition numbers issued on the Work Request. The invoice must itemize technicians' names, dates and hours worked, materials used complete with copies of the contractor's invoices verifying correct mark-up on materials. The Contractor is to return one copy of the signed work request with their invoice, as well as copies of all daily work reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each work request.
- .14 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

1.19 SECURITY CLEARANCE

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.
- .3 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code Part II. Canada Occupational Safety and Health Regulations
- .2 The Canadian Electrical Code.
- .3 Workers Compensation Board of Prince Edward Island.
- .4 Province of Prince Edward Island Occupational Health and Safety Act, R.S.P.E.I 1988.
- .5 National Building Code of Canada.

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada, the Canada Labour Code Part II, the Prince Edward Island Occupational Health and Safety Act and Workers Compensation Board of Prince Edward Island provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

1.03 RESPONSIBILITY

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.

- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats and safety glasses are to be worn at all times.

1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of Prince Edward Island. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

1.05 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

1.06 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
 - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

- .1 Fire protection and alarm system will not be:
 - .1 obstructed;
 - .2 shut-off; and
 - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

1.03 FIRE EXTINGUISHERS

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

1.04 BLOCKAGE OF ROADWAYS

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

END OF SECTION

1 GENERAL

1.01 GENERAL

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

1.02 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.03 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.04 SPILL PROTECTION

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

END OF SECTION

**WEEKLY INSPECTION CHECK LIST – HMCS QUEEN CHARLOTTE NAVAL
RESERVE AND THE QUEEN CHARLOTTE ARMOURY**

1. Check all operating and standby equipment in the boiler room for proper operation.
2. Check all alarms in Boiler Room with the Central Heating Plant at 1 506 422-2000 ext 2678, ensuring they are in operating order.
3. Test boiler water for proper chemical content. Add chemicals as required (as per Annex B).
4. Report any operational problems or repair requirements to the Engineer. If unable to contact the Engineer contact Central Heating Plant.
5. Remove and clean electrodes and nozzles, replace as required.
6. Visual check of sump pump to ensure it is operating.
7. Visual check of fuel level. If meter indicates – 50% or less, notify:
 - a. during normal working hours – Military Personnel at the site orderly room; or
 - b. after normal working hours – Central Heating Plant, 5 CDSB Gagetown.
8. Ensure the boiler room is clean and tidy. Remove any debris.
9. Maintain the log book in each location and make entries indicating arrival and departure times, date of inspection and the name of service personnel. All problems, test results, special remarks, etc, are to be logged in the book.

WATER TREATMENT CONTROL PROCEDURE

HOT WATER / STEAM BOILERS

1. Boiler water test results and quantities of chemical added (if any) are to be recorded in log book.
2. Test Procedure:
 - a. Test is MolyBDate “MO” test;
 - b. Control range 80-125 ppm;
 - c. Less than 80 ppm increase Dearborn 274 (or similar chemical); and
 - d. Greater than 125 ppm decrease Dearborn 274 (or similar chemical).Steam Boilers: maintain conductivity between 2500-3500 mmho by blowing down boiler / adding chemical as required.
3. Start-Up:

Add 22 litres of Dearborn 274 (or similar chemical) to each boiler on the first day. Check “MO” reading after 1 day. If “MO” reading is 80-125 ppm, reading is in correct range, check monthly. If reading is less than 80 ppm, add 4 litres of chemical each day until reading is in control range.
4. Maintain “MO” reading of 200 ppm MolyBDate in standby boilers.

SERVICE CHECK LIST FOR END SEASON MAINTENANCE

OIL FIRED BOILERS

1. BOILER INSPECTION: (inspect, record & report condition & deficiencies)

1. Boiler Base;
2. Expansion Tank;
3. Gauges;
4. Low Water Controls;
5. Pressure Regulating Valves;
6. Safety Relief Valves;
7. Condensate Return System;
8. Circulating Pumps;
9. Controls, Motors, etc;
10. Boiler Feed Water System;
11. Gauge Glass (Steam Boiler);
12. Pressure Controls; and
13. Other components related to boiler operation.

2. OIL BURNER INSPECTION: (inspect, record & report condition & deficiencies)

1. Photoelectric Cell;
2. Electrodes;
3. Burner Fan & Motor;
4. Burner Nozzle;
5. Ignition System;
6. Oil Pump, Tank & Lines (fittings, bent lines, etc);
7. Safety Devices;
8. Stack & Controls;
9. Fuel Oil Filter; and
10. Test Combustion Efficiency (adjust as required).

3. BOILER MAINTENANCE:

1. Fireside: Clean Combustion Chamber and Punch Fire Tubes;
2. Waterside Steam: Remove Hand Hole Covers for Inspection;
3. Waterside Hot Water: Remove Hand Hole Covers for Inspection; and
4. Steam Boiler: Replace Gauge Glass at end of heating season.

4. SUMMER SHUTDOWN TO INCLUDE:

1. Clean the fireside of the boilers and remove hand hole covers for inspection;
2. Remove the front cover of the boilers for inspection, if required by the boiler inspector;
3. Reassemble the boiler after successful inspection by the boiler inspector; and
4. The Contractor will schedule the boiler inspection with the inspector.

5. WATER TREATMENT INSPECTION: (inspect, record & report condition & deficiencies)

1. Chemical Feed Pump & Lines;
2. Solution Tank; and
3. Time Clock.

6. WRITTEN INSPECTION REPORT:

1. Produce a written inspection report on system conditions and repair requirements and include it with the invoice to the Contracts Manager.

Note: Boilers & Equipment must meet Provincial Regulatory Authorities Guidelines.

WEEKLY FURNACE CHECK LIST - BRIGHTON COMPOUND

1. Check all operating and standby equipment in the furnace room for proper operation.
2. Check ignition electrodes and nozzles, replace as required.
3. Check the air filter, replace if required.
4. Report any operational problems or repair requirements to the Engineer. If unable to contact the Engineer contact the Central Heating Plant at 1 506 422-2000 ext 2678.
5. Visual check of fuel level. If meter indicates – 50% or less, notify:
 - a. during normal working hours – Military Personnel at the site orderly room; or
 - b. after normal working hours – Central Heating Plant, 5 CDSB Gagetown.
6. Ensure the furnace room is clean and tidy. Remove any debris.
7. Maintain the log book in each location and make entries indicating arrival and departure times, date of inspection and the name of service personnel. All problems, test results, special remarks, etc, are to be logged in the book.

ANNUAL FURNACE CHECK LIST BRIGHTON COMPOUND

1. **Test and Adjust Blower and Fan Control:**
 1. Replace fan Belt.
 2. Check pulleys and motor for proper alignment, lubricate as required.
 3. Remove any debris from blower components.
 4. Check fan control for proper operation.
 5. Check thermostat for proper operation.
 6. Replace the air filter.

2. **Heat Exchanger, Flue and Chimney:**
 1. Check heat exchanger for cracks.
 2. Check flue and chimney for blockages or openings.
 3. Check draft regulator for proper adjustment.

3. **Burner:**
 1. Change nozzle.
 2. Check oil pump for proper operation.
 3. Check for oil leaks.
 4. Clean and adjust the ignition electrodes.

4. **Oil Tank and Lines:**
 1. Check for oil leaks.
 2. Change oil filter.

5. **Written Inspection Report:**
 1. Produce a written inspection report on system conditions and repair requirements and include it with the invoice to the Contracts Manager.