



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, New Brunswick | Nouveau-Brunswick
E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES

Offer to: Fisheries and Oceans Canada

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

Offre aux : Pêches et Océans Canada

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A
SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE
UNE EXIGENCE EN MATIÈRE DE
SÉCURITÉ

Title – Sujet Inspection/Leak Testing & Maintenance/Repair of Air Conditioning and Ventilation Equipment in Goose Bay and Fox Harbour, NL		Date November 21, 2017
Solicitation No. – N° de l'invitation F5211-170174		
Client Reference No. - No. De Référence du Client F6879-179000		
Solicitation Closes – L'invitation prend fin At /à : 14:00 ADT ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) On / le : January 4, 2018		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à David LaForge Senior Contracting Officer Fisheries and Oceans Canada Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, and any other annexes.

1.2 Summary

This Offer is for the provision of all labour, material, tools, supervision, travel and equipment to provide refrigeration and HVAC inspection, maintenance and repair services for the Department of Fisheries and Oceans at the MCTS building in Goose Bay and Fisheries Management Facility, St Lewis, Newfoundland.

Work will be completed on an "as and when" required basis covering the period of one (1) year beginning from Offer Award with two (2) additional options to extend the offer period by one year.

1.3 Security Requirements

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

1.4 Debriefings

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

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

2.3 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

2.4 Enquiries - Request for Standing Offers

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

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



2.5 Applicable Laws

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

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

2.6 Volumetric Data

The number of days has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Bid** one (1) hard copy **OR** one (1) soft copy in PDF format
Section II: Financial Bid 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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



3.1.1 Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

- 1) select option 1 or, as applicable, option 2 below; and
- 2) include the selected option in Section II of their bid, after having completed it (as applicable).

The Bidder is not obligated to accept payment by credit card. Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Option 1:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card will be accepted:

() MasterCard

Option 2:

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

() Credit Cards will not be accepted

3.1.2 Exchange Rate Fluctuation

SACC *Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation.



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 Standing Offer Agreement and Call-up, 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 Offerer 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 Offerer. The Offerer'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 Offerer in addition to the amounts paid against the amount of the offer. The Offerer shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - b. Payment by Canada for the Offerer'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.*



INITIAL OFFER PERIOD YEAR 1 (Offer Award to January 31, 2019)					
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	ESTIMATED QUANTITY * (A)	PRICE PER UNIT (B)	EXENDED TOTAL C =(A x B)
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities <ul style="list-style-type: none">Goose Bay MCTS, NL	Each	2	\$_____	\$_____
2.	Annual Inspection of the identified HVAC equipment at the following facilities <ul style="list-style-type: none">Fox Harbour St. Lewis, NLGoose Bay MCTS, NL	Per Year	1	\$_____	\$_____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	100	\$_____	\$_____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	25	\$_____	\$_____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	25	\$_____	\$_____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.			20%	\$10,000.00

***Note:** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the above will be consistent with this data.



OPTIONAL PERIOD 1 (February 1, 2019 to January 31, 2020)					
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	ESTIMATED QUANTITY * (A)	PRICE PER UNIT (B)	EXENDED TOTAL C =(A x B)
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities <ul style="list-style-type: none">Goose Bay MCTS, NL	Each	2	\$_____	\$_____
2.	Annual Inspection of the identified HVAC equipment at the following facilities: <ul style="list-style-type: none">Fox Harbour St. Lewis, NLGoose Bay MCTS, NL	Per Year	1	\$_____	\$_____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	100	\$_____	\$_____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	25	\$_____	\$_____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	25	\$_____	\$_____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.			20%	\$10,000.00

***Note:** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the above will be consistent with this data.



OPTIONAL PERIOD 2 (February 1, 2020 to January 31, 2021)					
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	ESTIMATED QUANTITY * (A)	PRICE PER UNIT (B)	EXENDED TOTAL C =(A x B)
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities <ul style="list-style-type: none">Goose Bay MCTS, NL	Each	2	\$ _____	\$ _____
2.	Annual Inspection of the identified HVAC equipment at the following facilities: <ul style="list-style-type: none">Fox Harbour St. Lewis, NLGoose Bay MCTS, NL	Per Year	1	\$ _____	\$ _____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	100	\$ _____	\$ _____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	25	\$ _____	\$ _____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	25	\$ _____	\$ _____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a markup of 20% applied to the net cost.			20%	\$10,000.00

***Note:** The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the above will be consistent with this data.

EVALUATED PRICE:	
Subtotal of Initial Offer Period	\$ _____
Subtotal of Optional Offer Period One	\$ _____
Subtotal of Optional Offer Period two	\$ _____
Total evaluated price:	\$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Attachment 1 to Part 4 for details.

4.1.1.2 Point Rated Technical Criteria

Please see Attachment 1 to Part 4 for details.

4.1.2 Financial Evaluation

SACC *Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection: Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



ATTACHMENT 1 TO PART 4 - 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 should 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 (✓)	Offer Page No.
The Offeror			
M1	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		
M2	The Offeror and the proposed resources must meet all security requirements set forth in the solicitation at time of bid closing The Offeror is requested to complete the attached Personnel Identification Form (PIF) form at Annex C-1 to demonstrate proof of the valid Security Clearance.		
M3	The Offeror must be in possession of the required certifications indicated below. It is mandatory that valid copies of the certifications be submitted with the Offer. If not included with the Offer, the Offer will be deemed non-responsive. <ul style="list-style-type: none"> • WHMIS • The provincial workers compensation board 		
The Offeror's Proposed Resource			
The Offeror must provide the following information for one primary and one back-up resource. The Offeror's Offer should include a complete résumé of the proposed resources which will support the skills/expertise being requested / offered.			
M4	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. <ul style="list-style-type: none"> • the Environment Canada approved <i>CFC/HCFC/HFC Control in the Refrigeration and Air conditioning Industry Training Course</i> • A valid Ozone Depletion Prevention Card • A valid Fall Protection Certificate • A valid Confined Space Entry Certificate 		
M5	The Offeror's Proposed Resources must provide evidence of five (5) recent cumulative years' experience and past performance in repair and maintenance services for		



	<p>Refrigeration and HVAC Systems by referencing similar projects/contracts/offer agreements.</p> <ul style="list-style-type: none">• Recent experience is defined as experience gained within the last seven (7) years up to and including the solicitation closing date.• Similar is defined as a comprehensive maintenance services on HVAC equipment. <p>The Offeror must provide:</p> <ul style="list-style-type: none">• Name of the organization;• Brief Description of work performed;• Day/Month/Year when the services were provided;• Contact and Phone # of the contact.		
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

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

5.1.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website.

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

5.1.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature

Date



5.1.2.2 Education and Experience

The Offeror 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 Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

Signature

Date

5.1.2.3 Offeror's Representative

Name: _____
 Title: _____
 Company: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.1.2.4 Supplementary Offeror 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 Offeror hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Offeror:

- 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 offeror (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the offeror'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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

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

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

A7.1 Offer

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

A7.2 Security Requirements

A7.2.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

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 (PSPC).
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/PSPC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PSPC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at **Annex "C"**;
 - b. *Industrial Security Manual* (Latest Edition).

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.

A7.3 Standard Clauses and Conditions

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

A7.3.1 General Conditions

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

A7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a **semi-annual** basis to the Standing Offer Authority.



The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31;

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

A7.4 Term of Standing Offer

A7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Offer Award to **December 31, 2018**, with two (2) options to extend the Standing Offer, for an additional one (1) year period.

A7.4.2 Extension of Standing Offer

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

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

A7.5 Authorities

A7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: David LaForge
 Department: Fisheries and Oceans Canada
 Address: 301 Bishop Drive
 Fredericton, New Brunswick
 Telephone: 506-452-2486

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

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

A7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be inserted at award)*

Name: _____
 Department: _____
 Address: _____
 Telephone: ____ - ____ - _____
 E-mail address: _____



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

A7.5.3 Offeror's Representative *(to be inserted at award)*

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

A7.6 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.

A7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

A7.8 Call-up Procedures

A7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

A7.8.1.1 The Technical Authority will provide the Offeror with the following information:

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

A7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as **Annex "B"**;

A7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

A7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

A7.9 Call-up Instrument

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



A7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer processed by the Technical Authority must not exceed \$15,000.00 (Applicable taxes excluded).

Individual call-ups against the Standing Offer exceeding \$15,000.00 (Applicable taxes excluded) will be processed by the Standing Offer Authority up to the financial limitation.

A7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$25,000.00 (Applicable Taxes excluded)** per year unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

A7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity);
- e) **Annex "A"**, Statement of Work;
- f) **Annex "B"**, Basis of Payment;
- g) **Annex "C"**, Security Requirements Check List;
- h) **Annex "D"**, Insurance Requirements;
- i) **Annex "E"**, Standing Offer Reporting; and
- j) the Offeror's offer dated _____ (*insert date of offer*).

A7.13 Certifications and Additional Information

A7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

A7.13.2 Status and Availability of Resources

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

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



A7.13.3 Licensing

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

A7.13.4 Trade Qualifications

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

A7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

A7.15 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.

A7.16 SACC Manual Clauses

SACC Manual clause	A0285C (2007-05-25)	Workers Compensation
SACC Manual clause	A9068C (2010-01-11)	Government Site Regulations
SACC Manual clause	B6802C (2007-11-30)	Government Property
SACC Manual clause	A9019C (2011-05-16)	Hazardous Waste Disposal
SACC Manual clause	D3014C (2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
SACC Manual clause	D3015C (2014-09-25)	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance



B. RESULTING CONTRACT CLAUSES

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

B7.1 Statement of Work

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

B7.2 Standard Clauses and Conditions

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

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

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

Delete section 27 in its entirety.

B7.3 Term of Contract

B7.3.1 Period of the Contract

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

B7.4 Proactive Disclosure of Contracts with Former Public Servants

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

B7.5 Payment

B7.5.1 Basis of Payment

B7.5.1.1 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 amount at contract award*). Customs duties are included and Applicable Taxes are extra.

B7.5.1.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

B7.5.2 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.

B7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

B7.5.4 SACC Manual Clauses

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

B7.5.5 Payment by Credit Card

The following credit card is accepted: _____.

B7.6 Invoicing Instructions

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

Email: DFO.invoicing-facturation.MPO@Canada.ca



ANNEX A - STATEMENT OF WORK

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

INDEX

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SECTION A: SITE SPECIFIC REQUIREMENTS

1. Scope of Work

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

Portion 1

- 1.1 The work is the bi-annual inspection and leak testing, two (2) inspections per year for the item covered in the **Large Cooling Equipment > 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 3 are to be completed**.
- 1.2 The contractor **must** provide all necessary labour, materials, tools and equipment to carry out the Bi-Annual Inspections/Leak Testing on the equipment as per the corresponding Halocarbon Inventory located in **Section E**.

Portion 2

- 1.1 The work is the annual inspection of each of the items covered in the **Mid-range Cooling Equipment < 5.4 Refrigeration Tons (RT) and Small-range Cooling Equipment <5 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 3**.
- 1.2 The contractor must provide all necessary labour, materials, tools and equipment to carry out the Bi-Annual Inspections/Leak Testing on the various equipment as per the corresponding Halocarbon Inventory located in Section E.

Portion 3

- 1.1 The contractor must perform Repair and Maintenance when required of the all of the items as per the corresponding Halocarbon Inventory located in **Section E** for each of the facilities outlined in **Section A, Part 3**.

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

2. Contractors Responsibilities:

- 2.1 The contractor **must** perform any necessary repairs and/or maintenance of all components as outlined in this specification on an as required basis.
- 2.2 The contractor **must** connect to the Energy Management and Control System now installed in some units. If any additional installation of the Energy Management and Control System is required by the Department on existing units, the installation will be considered extra to this contract and the responsibility of the Department.
- 2.3 The contractor's employees are to familiarize themselves with the facilities in order to carry out work without the assistance of the **FM** (Facilities Manager/Technical Authority).
- 2.4 The contractor and all its employees must familiarize themselves with, and adhere to the **Contractor Awareness** document located in Section D, which forms part of the departmental *Procedure for the Management of Halocarbons*.
- 2.5 The procedure above will be provided to the contractor as a hard copy, and as an electronic copy for reference upon contract award. The procedure provides references to the requirements of the Canadian Environmental Protection Act (CEPA), Federal Halocarbon Regulations (FHR), 2003.
- 2.6 The contractor **must** complete all required documentation as per CEPA, FHR, 2003.
<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2003-289/index.html>



2.7 The contractor **must** submit an electronic report via email in Microsoft Word format on the Bi-Annual inspection/leak testing results/findings. This will identify the work required along with a cost estimate for any possible repairs.

2.8 The contractor **must** supply all parts and labor, for the duration of the contract with the exception of:

All fan motors over ½ horsepower
Compressors
Evaporator Coils

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

3. Areas of Work (Labrador)

Fox Harbour St. Lewis, NL
Goose Bay MCTS, NL

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

4. Time and Duration

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

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

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

4.3 The contractor **must** be able to receive calls 24 hours a day, 7 days a week, 365 days a year, and be able to respond to calls after regular business hours.

4.4 The contractor **must** respond to service calls within two hours of receiving the call and must be able to be on site to perform the associated work within 24 hours.

4.5 Emergency repairs **must** be completed when required, and **must** be approved by the **FM**.

5. Identification of Personnel

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

6. Legislation, Codes and Standards

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

1. Canadian Electrical Code
2. Canada Labour Code- Part II
3. National Building Code
4. Newfoundland and Labrador Occupational Health and Safety Act and Regulations
5. Canadian Environmental Protection Act



6. Federal Halocarbon Regulations, (FHR 2003)
7. NL Environmental Protection Act
8. Work and materials must conform to or Exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and any other applicable organization.

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

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

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

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

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

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

s. 31(1) - The owner of a refrigeration system, an air-conditioning system or a fire-extinguishing system must maintain a written record, or a record in an electronic format compatible with that used by the Minister, in which the information set out in column 3 of item 5 or 6, as the case may be, of Schedule 2 is entered whenever the system is installed, serviced, leak-tested or charged or if any other work is done on it that may result in the release of a halocarbon.

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

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

7.2 The contractor must complete entries in the Halocarbon Service Log Book located on site at the DFO locations which contain the Documentation Journal and Service Notice sheets; as required under the FHR, 2003.

7.3 In the event of a Halocarbon Release during inspection, testing, maintenance or repair, or identification during an inspection of a previous Halocarbon Release, the contractor must **IMMEDIATELY** notify the **FM** or alternately the **Manager**, Regional Office of Environmental Coordination.



7.4 The contractor must complete the Disposal or Decommissioning Notice located in the Documentation Journal that is located on site at DFO locations.

8. Qualifications

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

9. Worker Protection

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

SECTION B: CONTRACT INSTRUCTIONS

1. Requirement

1.1 To provide the Bi-Annual inspections and leak testing of each of the items covered in the **Large Cooling Equipment > 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in, **Section A, Part 1**.

1.2 To provide the Annual inspection, of each of the items covered in the **Mid-range Cooling Equipment < 5.4 Refrigeration Tons (RT) Capacity** section of the Halocarbon Inventory as outlined in **Section E** for each of the facilities outlined in **Section A, Part 1**.

1.3 To provide on-site **Air Conditioning and Ventilation Services**, as required, in support of minor maintenance services and/or repairs, for the two (2) facilities identified in **Section A, Part 1**.

2. Commencement of Work

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

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

2.2 Emergency Service calls:

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

2.3 Tools and Equipment

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

2.4 Cleaning of Work site

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

2.5 Warranty Period

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at



its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable.

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

2.6 Publicity

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

3. Departmental Representative's Rights and Obligations

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

4. Terms and Conditions

4.1 SOW Management

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

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

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

4.2 Provision of Estimates

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

4.3 Licensing, Permits and by-laws

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



4.4 Safety Regulations and Labour Codes

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

4.5 Inspection

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

SECTION C: SITE SPECIFIC SAFETY PLAN

1. Reference

1.1 Adhere to all Federal; Provincial and Municipal Health and Safety Regulations.

1.2 Adhere to Canada Labour Code- Part II

Adhere to the Latest Edition of the Canadian Electrical Code.

2. Site Specific Safety Plan

2.1 Carry out all work of this Contract placing maximum emphasis on safety for workers and other authorized persons working or circulating on the site.

2.2 Notwithstanding, other safety requirements specified in this section or in any other section of the Specifications, the Contractor **must** prepare a written *Site Specific Safety Plan* outlining:

- a) all procedures and safe work practices which **must** be followed by all personnel working or circulating on the site
- b) submit this *Site Specific Safety Plan* electronically to the **FM** in either .pdf or MS Word format **within 2 weeks** after the date of contract award.
- c) This safety plan must address and conform to all applicable Provincial and Federal Safety Acts and Regulations.
- d) The Plan **must** be developed in collaboration with the various sub-contractors, who will be carrying out work at the sites during the contract period.
- e) The Contractor **must** ensure that all pertinent types of work activities are addressed in the *Plan*, and all related safety procedures are included and **must** be followed when carrying out such work.
- f) The Contractor **must** ensure that all workers and authorized persons working under the contract become familiar with all aspects of the safety plan by means of a *Communication Plan* to be addressed within the *Safety Plan*, in a clear and specific manner.
- g) The submission of the *Site Specific Safety Plan* to the **FM** does not relieve the Contractor of any legal obligations as specified by the *Provincial and Federal Safety Acts or Regulations*.

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



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

- 2.4 The Contractor **must** ensure that all workers and any authorized persons entering onto the site are notified of the safety rules and procedures. The **FM** or their representatives has/have the authority to enforce the removal of any persons not complying with the *Site Specific Safety Plan*. Any persons removed from the site shall not be permitted re-entry.
- 2.5 The *Site Specific Safety Plan* must be revised as required when changes to planned work procedures occur or when directed by any Safety Officer from any authority having jurisdiction. Any revised version **must** be submitted to the **FM** or their representative for information and retention purposes only.

3. Additional Safety Requirements

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



SECTION D: CONTRACTOR AWARENESS

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

Federal Halocarbon Regulations, 2003 (FHR 2003) March 2005

What are the FHR 2003?

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

Do the FHR 2003 apply to me?

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

What are examples of a Federal Work or Undertaking?

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

What is Not Allowed?

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

Cont'd...



What else do I need to know?

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

How can I find more information?

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

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

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

or contact the Atlantic Region representative:

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

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

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

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

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



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Disclaimer:

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

SECTION E: HALOCARBON INVENTORY

NL Region	Fox Harbour St Lewis Fisheries Management Facility, St Lewis, NL
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Air Conditioning/Refrigeration Systems Inventory - MID RANGE COOLING EQUIPMENT < 5.4 Refrigeration Tons (RT) Capacity (or <19 kW, 25.5 hP, or 64,800 btu/hr)

NFL HALOCARBON TAG NUMBER	FACILITY NAME	EQUIPMENT TYPE	EQUIPMENT MAKE	EQUIPMENT MODEL	EQUIPMENT LOCATION	EQUIPMENT SERIAL NUMBER	CAPACITY	UNITS	REFRIGERANT TYPE	LIQUID/AIR COOLED	REFRIGERANT QUANTITY IN USE (KG)	YEAR INSTALLED	RESP. CENTER
1292	St Lewis FM Office	Air Conditioner	Mitsubishi Electric	PUMY-P48NHMU	Outside main building furnace room	74U00005C	14.07 48,000 4	kW Btu/hr RT	R-401A		8.5kg		

Region	Site Name and Address:
NL Region	Goose Bay MCTS, Goose Bay, NL

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

NFL HALOCARBON TAG NUMBER	FACILITY NAME	EQUIPMENT TYPE	EQUIPMENT MAKE	EQUIPMENT MODEL	EQUIPMENT LOCATION	EQUIPMENT SERIAL NUMBER	CAPACITY	UNITS	REFRIGERANT TYPE	LIQUID/AIR COOLED	REFRIGERANT QUANTITY IN USE (KG)	YEAR INSTALLED	RESP. CENTER
Require tag # from equipt	Goose Bay Radio Station	Air Conditioner	Lennox	LCC072S	Roof Top	N/A	76,000 22.27 29.86 6.3	BTU kW HP RT	HFC-22	Air		2001	MCTS

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

Require tag # from equipt	Goose Bay Radio Station	Air Conditioner	Lennox	LCC060S	Roof Top	N/A	60,500	BTU	HFC-22	Air		2001	MCTS
							17.73	kW					
							23.77	HP					
							5.04	RT					

Air Conditioning/Refrigeration Systems Inventory - SMALL COOLING EQUIPMENT < 5 Refrigeration Tons (RT) Capacity (or < 19 kW, 25.5 hP, or 64,800 btu/hr)

1290	Goose Bay Radio Station	Window Air Conditioner	Comfortaire	R253F0	Operations Room	NA	2500	BTU	R-22	Air	1.52	NA	MCTS
						0.73	kW						
						0.98	HP						
						0.21	RT						
1289	Goose Bay Radio Station	Window Air Conditioner	Comfortaire	R253F0	Equipment Room	NA	2500	BTU	R-22	Air	1.52	NA	MCTS
						0.73	kW						
						0.98	HP						
						0.21	RT						

SECTION F: SITE PHOTOS



Figure 1 Goose Bay



Figure 2 Goose Bay



Figure 3 Goose Bay

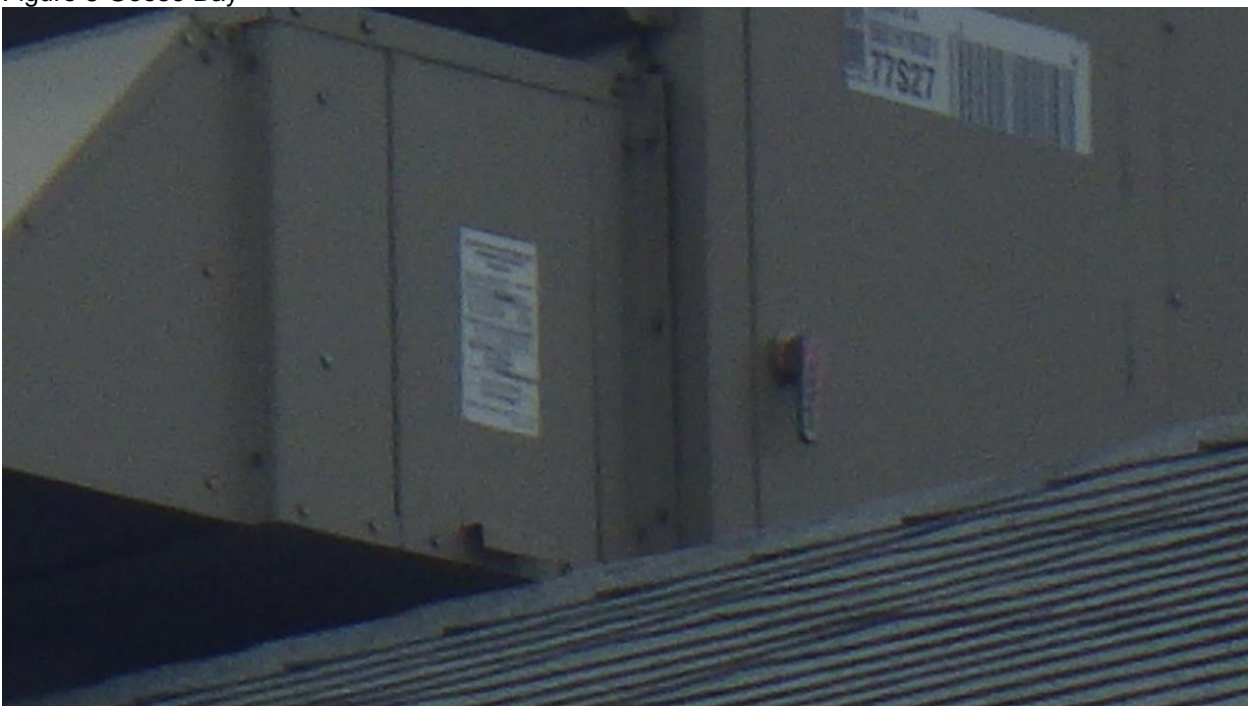


Figure 4 Goose Bay



Figure 5 Goose Bay



Figure 6 Goose Bay



Figure 7 Goose Bay



Figure 8 Goose Bay



Figure 9 Goose Bay



Figure 10 Goose Bay



Figure 11 Goose Bay



Figure 12 Goose Bay



Figure 13 Goose Bay



Figure 14 Goose Bay



Figure 15 St. Lewis Fox Harbour



Figure 16 St. Lewis Fox Harbour

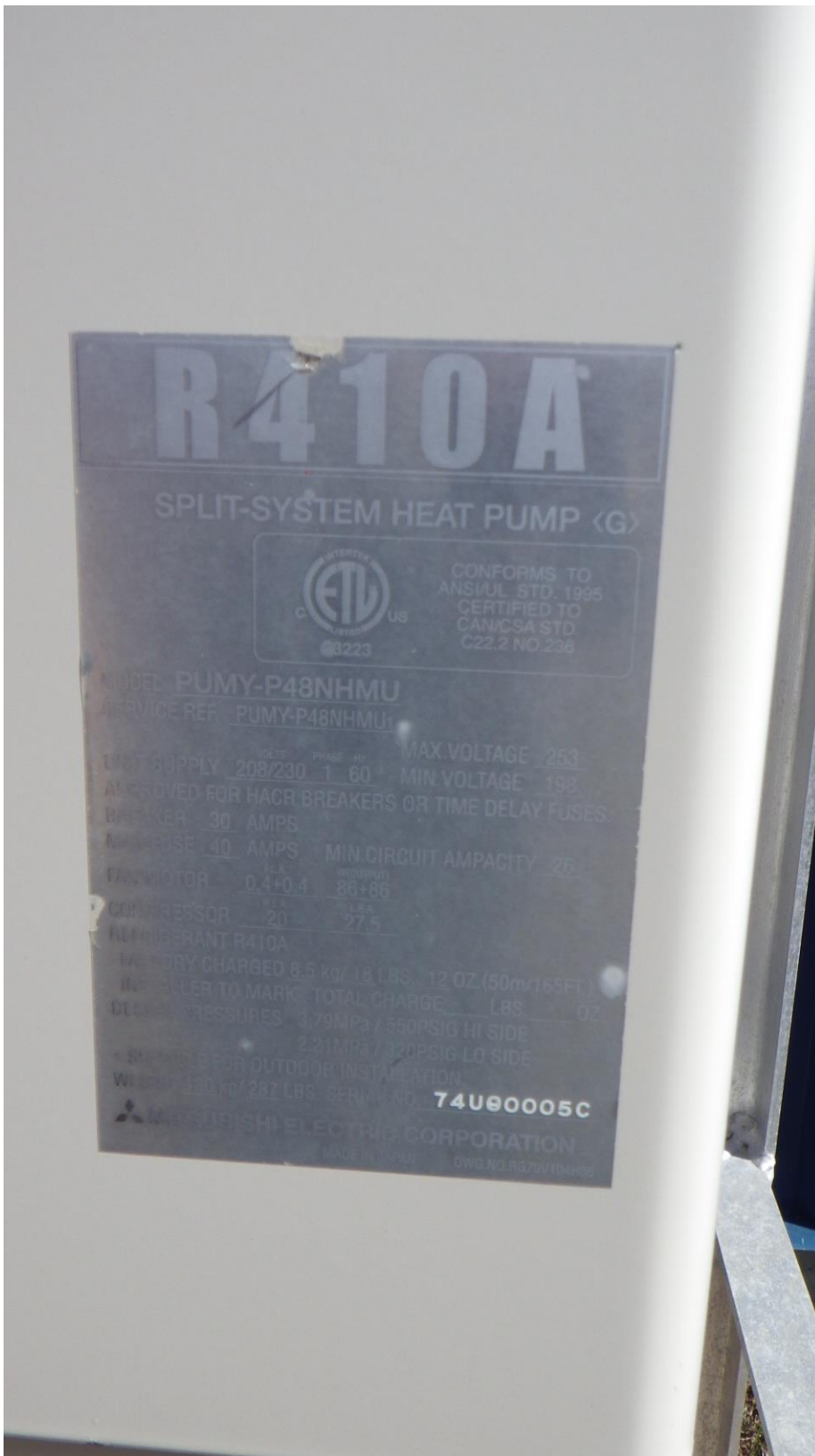


Figure 17 St. Lewis Fox Harbour

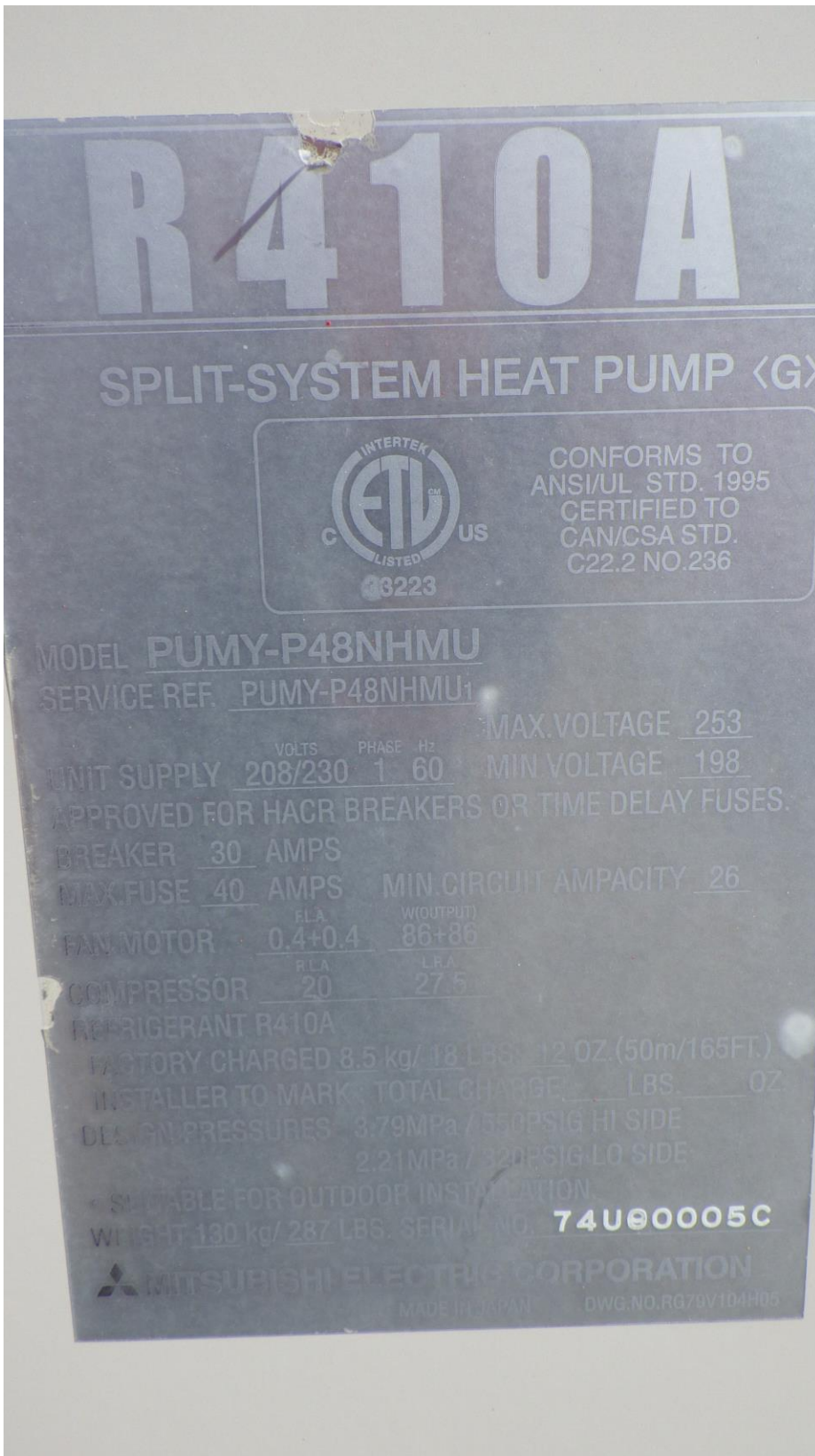


Figure 18 St. Lewis Fox Harbour



Figure 19 St. Lewis Fox Harbour

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 Standing Offer Agreement and Call-up, 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.

Section A – Initial Offer Period

INITIAL OFFER PERIOD YEAR 1 (Offer Award to March 31 2018)			
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	PRICE PER UNIT
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities (Award-May & October-November): • Goose Bay MCTS, NL	Each	\$_____
2.	Annual Inspection of the identified HVAC equipment at the following facilities : • Fox Harbour St. Lewis, NL • Goose Bay MCTS, NL	Per Year	\$_____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	\$_____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	\$_____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	\$_____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a maximum markup of up to 20% applied to the net cost.	20%	\$10,000.00

Section B – Optional Period

OPTIONAL PERIOD 1 (April 1 2018 to March 31 2019)			
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	PRICE PER UNIT
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November): <ul style="list-style-type: none"> • Goose Bay MCTS, NL 	Each	\$_____
2.	Annual Inspection of the identified HVAC equipment at the following facilities : <ul style="list-style-type: none"> • Fox Harbour St. Lewis, NL • Goose Bay MCTS, NL 	Per Year	\$_____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	\$_____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	\$_____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	\$_____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a maximum markup of up to 20% applied to the net cost.	20%	\$10,000.00

OPTIONAL PERIOD 2 (April 1 2019 to March 31 2020)			
#	DESCRIPTION: Class of Labour: Plant or Material	UNIT OF MEASURE	PRICE PER UNIT
1.	Bi - Annual Inspection of the identified HVAC equipment at the following facilities (April-May & October-November): • Goose Bay MCTS, NL	Each	\$_____
2.	Annual Inspection of the identified HVAC equipment at the following facilities : • Fox Harbour St. Lewis, NL • Goose Bay MCTS, NL	Per Year	\$_____
3.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson During regular working hours: 0800-1600, Monday through Friday	Per Hour	\$_____
4.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.	Per Hour	\$_____
5.	Service Calls to both Fox Harbour and Goose Bay NL, including travel time and all related expenses. One (1) Licensed Tradesperson Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hour from call.	Per Hour	\$_____
6.	Allowance for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a maximum markup of up to 20% applied to the net cost.		20% \$10,000.00

ANNEX C – SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat F6879-179000
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans		2. Branch or Directorate / Direction générale ou Direction RPSS
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD	
4. Brief Description of Work / Brève description du travail Standing Offer for HVAC Inspection, Testing, Maintenance and Repair (Labrador)		
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"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	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:	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





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat F6879-179000
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 / Non Yes / 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 / Non Yes / 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 EMBLEMES			

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat F6879-179000
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 RESTRICTION	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

Standing Offer Number: # F5211-170174

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

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

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

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

Contractor's Authorized Signatory (Offeror): _____ **Date:** _____

(For Official Use)

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

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

- I approve
- I do not approve based on:

Contracting Security Authority: _____ **Date:** _____

ANNEX D - INSURANCE REQUIREMENTS

1.0 Insurance Requirements

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

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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. 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 – STANDING OFFER REPORTING

Sample Report:

Call-up date	Project Authority	Description of Service/Purchase	Date of Completion of Work	Quantity	Price	Extended total