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**This bid solicitation cancels and supersedes previous bid solicitation number MA021-190001/A dated Mach 25, 2019 with a closing of May 7, 2019 at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **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, Insurance Requirements, Reporting Requirements, Mandatory Criteria, the Electronic Payment Instruments and any other annexes.

### **1.2 Summary**

- 1.2.1 Work under this standing offer covers the provision of all necessary supervision, labour, materials, tools, equipment and transportation to carry out preventive and corrective maintenance services on all Heating Ventilation and Air Conditioning "HVAC" in Marine Atlantic Inc (MAI) facilities located at:
- North Sydney Terminal and onsite buildings to include stevedore and maintenance buildings located at 149 Prince Street, North Sydney, NS B2A 3V2

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- Port aux Basques Terminal and onsite buildings to include stevedore, maintenance and life raft shop buildings located at 2 Caribou Road, Channel-Port aux Basques, NL A0M 1C0 and 10 Marine Drive, Port aux Basques A0M 1C0

It is anticipated there will be up to two (2) Standing Offers issued against this RFSO.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement CFTA

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Debriefings

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

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) 2018-05-22 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: 90 days

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### 2.1.1 **SACC Manual Clauses - Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at

**10 Marine Drive, Port au Basques, Nfld. and Route 1, Terminal Road Port aux Basques at 9:00 AM on Tuesday April 9, 2019**

**149 Prince Street, North Sydney at 1:30 PM on Wednesday April 10**

Bidders are requested to communicate with the Contracting Authority no later than **April 4, 2019 at 12:00 noon** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 2.2 **Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Offer Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

**Offer Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Offer Fax: (902) 496-5016**

[TPSGC.RARceptionSoumissionsNE-AROfferReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-AROfferReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;

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

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

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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 Nova Scotia.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer

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Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (one hard copies)  
Section II: Financial Offer (one hard copies)

Section III: Certifications (one hard copies)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Offer**

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

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

#### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

[C3011T 2013-11-06](#), Exchange Rate Fluctuation,

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

###### Related to North Sydney:

- 1) Contractor must have a minimum of 3 Red Seal certified Refrigeration and AC Mechanics available with a minimum 5 years' experience in the maintenance, repairs and installs of HVAC and refrigeration systems within the last 5 years. Proof of certification and experience must be submitted in the Offeror's Offer otherwise the Offer will be deemed non-compliant.

###### Related to Port aux Basques:

- 1) Contractor must have a minimum of 3 Red Seal certified Refrigeration and AC Mechanics available with a minimum 5 years' experience in the maintenance, repairs and installs of HVAC and refrigeration systems within the last 5 years. Proof of certification and experience must be submitted in the Offeror's Offer otherwise the Offer will be deemed non-compliant.
- 2) The Contractor must have 1 Red Seal certified burner mechanic with a minimum of 5 years' experience within the last 5 years. Proof of certification and experience must be submitted in the Offeror's Offer otherwise the Offer will be deemed non-compliant.

#### 4.1.2 Financial Evaluation

SACC *Manual* Clause [M0220T](#) 2016-01-28, Evaluation of Price

### 4.2 Basis of Selection

#### **4.2.1 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.

### **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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when Offering, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **5.2.2 Status and Availability of Resources**

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The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed 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, the Offeror may propose a substitute with similar qualifications. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name and qualifications 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 proposes 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. 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.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

- **Insurance certificate (refer to Annex D)**
- **WCB Certificate**

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements.

### **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 C.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

### **7.3 Standard Clauses and Conditions**

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

#### **7.3.1 General Conditions**

2005 2017-06-21 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex C entitled "Usage Report ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 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.

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of award for two years inclusive.

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period plus a one 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 ten days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Isabelle MacDonald  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions  
Address: 1713 Bedford Row  
Halifax, NS  
B3J 3C9

Telephone: 902-403-9839  
Facsimile: 902-426-5016  
E-mail address: isabelle.macdonald@pwgsc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### 7.5.3 Offeror's Representative – **To be identified with the Offer**

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Marine Atlantic Inc.

## 7.8 Call-up Procedures

There will be up to two Standing Offers issued. One Standing Offer issued for the Nova Scotia location and one Standing Offer issued for the Newfoundland location. The Call-ups will depend on the location where services may be required.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

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

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) 2017-06-21, General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) 2018-06-21, General conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Reporting Requirements
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

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## **7.12 Certifications and Additional Information**

### **7.12.1 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.

### **7.13 SACC Manual Clauses**

**SACC Manual Clause M3020C 2016-01-28** Status of Availability of Resources - Standing Offer

### **7.14 Applicable Laws**

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

### **7.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C 2018-06-21](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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Section 13 Interest on Overdue Accounts, of 2010C 2018-06-21 will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period for making call-ups against the Standing Offer is from from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*fill in end date of the period at SO award*).

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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

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

#### **7.5.2 Limitation of Price**

SACC Manual clause [C6000C](#) 2017-08-17 Limitation of Price

#### **7.5.3 SACC Manual Clauses**

SACC Manual clause H1001C 2008-05-12 Multiple Payments  
SACC Manual clause B1501C 2018-06-21 Electrical Equipment

#### **7.5.4 Electronic Payment of Invoices – Call-up (to be confirmed prior to SO award)**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. The invoices must also be accompanied by time slips signed off by Marine Atlantic Inc.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ to be confirmed prior to Standing Offer award  
\_\_\_\_\_
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.7 Insurance Requirements

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

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

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

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **SCOPE:**

The scope of work under this standing offer is to cover routine service work/inspections on all Heating Ventilation and Air Conditioning ("HVAC") systems and furnaces at MAI facilities. This standing offer covers the provision of all necessary supervision, labour, administration, materials, tools, equipment, transportation and all travel costs to carry out preventative maintenance services (Appendix E North Sydney, Appendix F Port aux Basques) on all HVAC in MAI facilities listed below.

All work shall be performed by fully qualified trade persons and subject to inspection, approval and acceptance of the designated Marine Atlantic point of contact ("MAI POC"). Licenses and certifications must be provided upon request.

The preventative maintenance schedule is based on a bi-annual cycle. On an annual basis, as indicated in the referenced inspection sheets (Appendix E North Sydney, Appendix F Port aux Basques), a refrigerant leak test is also to be completed. All work must be initiated on a MAI approved work order and this work order must be referenced on the respective post inspection report and invoicing. The completed MAI checklist must be signed and handed to the MAI POC prior to leaving site upon the completion of each visit. Any corrective maintenance required must be approved by the MAI POC prior to completion. All parts and materials used must be listed on the completed checklist.

#### **Acronyms**

"MAI" – Marine Atlantic Inc.  
"HVAC" - Heating Ventilation and Air Conditioning  
"MAI POC" - Marine Atlantic point of contact  
"Supplier's Primary POC" – Supplier's Primary point of contact  
"OEM" – Original Equipment Manufacturer  
"ASAP" – As soon as possible  
"FOB" – Free on board

#### **A.1. Locations**

MAI requires the Services to be supplied to the following sites:

- North Sydney:
  - Terminal Building
  - Stevedore Building
  - Maintenance Shop (as required)
- Port aux Basques
  - 10 Marine Drive Administrative Building
  - Terminal Building
  - Stevedore Building
  - Life Raft Center
  - Maintenance Building

MAI reserves the right to add or remove MAI locations. Supplier to provide itemized pricing adjustment at the time of request.

All MAI facilities are active operational areas and it is imperative that the supply of all Services be closely coordinated with the MAI POC (as outlined below in section A.3) or their designate.

#### **A.2. Equipment**

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Equipment is as specified in the checklists found in Appendix E North Sydney, Appendix F Port aux Basques Equipment mainly consists of mini-splits, HRV's, furnaces, rooftop AHU's and condensing units. The supplier shall provide a Freon Handling Coupon which is to be attached to the completed MAI work order.

### **A.3. Coordinating Work**

#### **i. MAI - Facility Point of Contact(s)**

MAI will appoint an individual to act as the MAI POC. The supplier shall ensure that the supply of all Services is coordinated with the MAI POC or their designate.

#### **ii. Supplier – Project Manager/Facility Point of Contact(s)**

The supplier shall appoint a primary point of contact (the "Supplier's Primary POC") per province to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. The Supplier's Primary POC will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

The supplier shall conduct all work during standard business hours unless preapproved by the MAI POC to ensure less disruption to the normal operations of the organization.

### **A.4. Maintenance**

#### **i. Maintenance Documentation**

MAI will provide the supplier with the most current equipment information including, where available, OEM manuals, date of installations, warranty information and maintenance history.

Supplier shall ensure maintenance and repairs shall be provided in accordance with the highest standards of industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes, and regulations.

#### **ii. Bi-Annual Preventative Maintenance**

The supplier will perform bi-annual preventative maintenance in the week designated by MAI, at each of the locations set out above and in accordance with the requirements set out in the checklists found in Appendix E North Sydney, Appendix F Port aux Basques.

The supplier will execute work with least possible interference or disturbance to occupants, public and normal use of premises.

The purpose of the Preventative Maintenance is to ensure all parts/equipment are fully functional, clean, and free of wear, damage, corrosion and further that it is in safe and reliable condition for the operating conditions at the buildings in which it's located. In advance of each bi-annual inspection, the supplier's technicians shall provide MAI with written instructions and a check list listing out everything that MAI must do in advance of and/or during the inspection. (E.g.if required, MAI would provide electrical isolations)

#### **iii. Corrective Maintenance**

Any additional corrective maintenance identified by MAI or the contractor during preventative maintenance must be written and itemized on the respective checklist and must be approved prior to proceeding by the MAI POC. In some cases, a quotation may be required before proceeding.

The supplier shall provide twenty-four (24) hour emergency service with a three (3) hour response time or less to the MAI site needing service upon call-up for emergencies. An emergency refers to a situation where the unforeseen failure or malfunction of equipment or systems could result in an interruption to ferry services or pose a risk of unacceptable discomfort or health risk to the public or MAI employees.

#### **iv. Warranty**

The supplier shall ensure that all manufacture's warranties for all new parts/equipment are assigned to MAI for MAI's benefit but will act on MAI's behalf to administer the warranties. Any costs not covered by the warranty must be preapproved by MAI's POC or their designate, in writing.

### **A.5. Other Considerations**

The supplier must notify the MAI POC or representative thereof, to obtain permission prior to the connection, disconnection, interference or other modification required with or to existing Site services. Any interruptions caused by the connection, disconnection, interference or other modification must be made with the least possible disruption to the facility's occupants and operations.

The supplier must immediately notify the MAI POC or representative thereof in the event of damage to any water, gas, steam, compressed air, electric, drainage, sewage, telephone, fire alarm, control wiring or other services in the area. The supplier must render any assistance required in connection with any such incident, but otherwise work in that vicinity must be stopped immediately and not be restarted until instructed by the MAI POC or representative thereof.

The supplier shall ensure maintenance vehicle is sufficiently stocked with commonly used HVAC and A/C supplies and equipment to eliminate delays and/or interruptions in service.

Supplier shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of MAI employees and customers or any other persons. Supplier will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.

### **A.6. Working Hours**

Work under this Standing Offer will be executed during the standard hours of work 8 am. to 5 p.m., Monday through Friday, with the exception of authorized emergency work which must be attended to within three (3) hours of notification. Where the Contractor voluntarily elects to work outside these specified hours, the contractor must first obtain the approval of the MAI POC or representative thereof, and the consent of any occupants or users (as may be appropriate). The Supplier must conduct all work in a manner that causes a minimum of inconvenience to such occupants and/or users, or interruption to Centre operations.

### **A.7. Response Time**

Device or system failures requiring Corrective Maintenance will be grouped into two categories:

1. "Major Events": examples of major events include: Furnace failure during heating season, failed mini-split during summer season during normal business day where cooling is required.
2. "Minor events": examples of minor events include: Failed mini-split during unoccupied time or failed furnace during shoulder season.

The MAI POC shall, in their sole discretion, determine whether an event requiring Corrective Maintenance is a Major Event or Minor Event.

The following establishes the maximum time frame, from the time the deficiency was reported to the supplier, within which the supplier shall respond:

<b>Event Priority</b>	<b>Acknowledgement</b>	<b>Initiation of Repairs</b>	<b>Completion of Repairs</b>
Emergency	1 hour	3 hours	ASAP
Major Event	Same day	1 day	ASAP
Minor Event	1 business day	2 business days	As per agreed timeline

The following definitions apply to the above performance levels:

Acknowledgement is defined as the time from placement of the initial service request to the time the Supplier provides a reply to acknowledge the service request, a time frame for initiating the repair, and dispatches the necessary technicians. Acceptable forms of reply include email and phone call.

Initiation of repair is defined as the time from placement of the initial service request to the time the Supplier's technician(s) arrive on site to commence troubleshooting and repair work.

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Completion of repairs is defined as the time from placement of the initial service request to the time the Supplier's technician(s) complete the repairs and restore full functionality to the system. As soon as possible (ASAP) means that every reasonable effort will be made to effect immediate repairs or temporary works to remedy the situation. As per agreed timeline means after the initiation of repairs (2 days) the supplier provides a timeline for repairs to be completed, which will be reviewed and approved by MAI POC.

#### **A.8. Codes and Standards**

The supplier shall perform work in accordance with the latest edition of National Building Code of Canada (NBC), Canadian Electrical Code, National Fire Code of Canada, any other Provincial or Municipal regulations and by-laws provided that in any case of conflict of discrepancy, the more stringent requirements will apply.

To be repaired to the same condition it was originally installed (initial condition).

#### **A.9 Materials**

All materials and equipment used or installed under this contract must be new and no less than equal to existing in design and quality.

Electrical and mechanical equipment must meet the relevant standards of CSA as applicable. If, in an emergency, the supplier installs parts other than those specified, the supplier must replace them with the specified parts before claiming payment. No claim for other than specified parts must be made.

#### **A.10 Reports**

The supplier shall submit a summary report of corrective and preventative tasks performed on the equipment, findings of work needed, parts replaced, including manufacture's name, model serial number, and status of mechanical and electrical systems to date to the MAI POC upon submission of invoice. The MAI inspection checklist must also be filled out, signed and submitted to the MAI POC or designate prior to departure from site.

All invoices must be accompanied by a list of services rendered including any materials used and include the MAI work order number as reference identification.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

**Regular Hours** are between 0800 to 1700 - Monday to Friday excluding Statutory Holidays.

**Emergency or Urgent Service Call** pricing is for the same service as Service Call pricing except the Offeror's on-site response must be within 3 hours of receiving the call up. Non-emergency service call shall be provided within 3 days from date of call-up.

**Pricing Periods** for this requirement will be:

Initial SO period: 2 years

1<sup>st</sup> Optional SO period: 2 years

2<sup>nd</sup> Optional SO period: 1 year

#### **Service Calls:**

Service Call pricing is an all-inclusive firm price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on-site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

#### **Bid Evaluation:**

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. The estimated annual usage figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.
3. Lowest overall evaluation price will be determined as follows for each location:

North Sydney: Table A + Table B + Table C

Port aux Basques: Table D + Table E + Table F

<b>Table A - Pricing Table / North Sydney, NS</b>					
<b>Initial Standing Offer period - 2 years.</b>					
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 1</b>	<b>Column E Year 2</b>	<b>Column F Extended Total (C x D) + (C x E)</b>
All inclusive - North Sydney					
1	6 month preventative maintenance call	2	\$ _____	\$ _____	\$ _____
2	Yearly refrigerant leak test	1	\$ _____	\$ _____	\$ _____
As requested - North Sydney					
3	HVAC Mechanic/ Journey person	100 hours	\$ _____	\$ _____	\$ _____
4	Apprentice	100 hours	\$ _____	\$ _____	\$ _____
<b>Grand extended price Table A</b>					\$ _____
<b>Note:</b>					
1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).					

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<b>Table B – Pricing Table / North Sydney, NS</b>					
<b>Optional first period of the Standing Offer – 2 years.</b>					
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 3</b>	<b>Column E Year 4</b>	<b>Column F Extended Total (C x D) + (C x E)</b>
All inclusive – North Sydney					
1	6 month preventative maintenance call	2	\$ _____	\$ _____	\$ _____
2	Yearly refrigerant leak test	1	\$ _____	\$ _____	\$ _____
As requested – North Sydney					
3	HVAC Mechanic/ Journey person	100 hours	\$ _____	\$ _____	\$ _____
4	Apprentice	100 hours	\$ _____	\$ _____	\$ _____
<b>Grand extended price Table B</b>					\$ _____
<b>Note:</b> 1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).					

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<b>Table C – Pricing Table / North Sydney, NS</b>					
<b>Optional second period of the Standing Offer – 1 year.</b>					
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 5</b>	<b>Column F Extended Total (C x D)</b>	
All inclusive – North Sydney					
1	6 month preventative maintenance call	2	\$_____	\$_____	
2	Yearly refrigerant leak test	1	\$_____	\$_____	
As requested – North Sydney					
3	HVAC Mechanic/ Journeyperson	100 hours	\$_____	\$_____	
4	Apprentice	100 hours	\$_____	\$_____	
<b>Grand extended price Table C</b>				\$_____	
<b>Note:</b>					
1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).					

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**TOTAL EVALUATED PRICE FOR NORTH SYDNEY:**

TABLE A \$ \_\_\_\_\_

TABLE B \$ \_\_\_\_\_

TABLE C \$ \_\_\_\_\_

TOTAL EVALUATED PRICE: TABLE A + TABLE B + TABLE C \$ \_\_\_\_\_

<b>Table D - Pricing Table / Port aux Basques, Nfld.</b>					
<b>Initial Standing Offer period - 2 years.</b>					
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 1</b>	<b>Column E Year 2</b>	<b>Column F Extended Total (C x D) + (C x E)</b>
All inclusive - Port aux Basquest					
1	6 month preventative maintenance call	2	\$ _____	\$ _____	\$ _____
2	Yearly refrigerant leak test	1	\$ _____	\$ _____	\$ _____
As requested - Port aux Basques					
3	HVAC Mechanic/ Journeyperson	100 hours	\$ _____	\$ _____	\$ _____

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4	Apprentice	100 hours	\$ _____	\$ _____	\$ _____
5	Furnace Mechanic	30	\$ _____	\$ _____	\$ _____
<b>Grand extended price Table D</b>					\$ _____

**Note:**

1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).

<b>Table E - Pricing Table / Port aux Basques, Nfld.</b>					
<b>Optional first period of the Standing Offer - 2 years.</b>					
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 3</b>	<b>Column E Year 4</b>	<b>Column F Extended Total (C x D) + (C x E)</b>
All inclusive - Port aux Basques					
1	6 month preventative maintenance call	2	\$ _____	\$ _____	\$ _____
2	Yearly refrigerant leak test	1	\$ _____	\$ _____	\$ _____
As requested - Port aux Basques					

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3	HVAC Mechanic/ Journeyperson	100 hours	\$_____	\$_____	\$_____
4	Apprentice	100 hours	\$_____	\$_____	\$_____
5	Furnace Mechanic	30	\$_____	\$_____	\$_____
<b>Grand extended price Table E</b>					\$_____
<b>Note:</b>					
1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).					

<b>Table F - Pricing Table / Port aux Basques, Nfld.</b>				
<b>Optional second period of the Standing Offer - 1 year.</b>				
<b>Column A</b>	<b>Column B Description</b>	<b>Column C Estimated Annual Usage</b>	<b>Column D Year 5</b>	<b>Column F Extended Total (C x D)</b>
All inclusive - Port aux Basques				
1	6 month preventative maintenance call	2	\$_____	\$_____

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2	Yearly refrigerant leak test	1	\$_____	\$_____
As requested - Port aux Basques				
3	HVAC Mechanic/Journeyman	100 hours	\$_____	\$_____
4	Apprentice	100 hours	\$_____	\$_____
5	Furnace Mechanic	30	\$_____	\$_____
<b>Grand extended price Table F</b>				\$_____
<p><b>Note:</b>          1. An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (Includes invoice costs, transportation costs, exchange, customs and brokerage charges).</p>				

**TOTAL EVALUATED PRICE FOR PORT AUX BASQUES, NFLD.**

TABLE D \$\_\_\_\_\_

TABLE E \$\_\_\_\_\_

TABLE F \$\_\_\_\_\_

TOTAL EVALUATED PRICE: TABLE D + TABLE E + TABLE F \$\_\_\_\_\_

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. 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

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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.

### **Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



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## **ANNEX "E"**

### **PREVENTATIVE MAINTENANCE CHECKLIST – NORTH SYDEY**

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## **ANNEX "F"**

### **PREVENTATIVE MAINTENANCE CHECKLIST – PORT AUX BASQUES**

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## **ANNEX “G” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

**To be completed and submitted with Offer**