Title — Sujet:



REIURN BIDS TO: REIO URNER LES SOUMISSIONS À:Bid Receiving - Réception des soumis sions:

Correctional Service of Canada Regional Procurement & Contracting PO Box 4500 Unit #100 33991 Gladys Avenue Abbotsford BC V2S 2E8

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service Canada

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

Proposition à: Service Correctionnel du 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, services et construction énumérés ici sur toute feuille ciannexée, au(x) prix indiqué(s).

Comments — Commentaires:

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :						
Telephone # — Nº de Téléphone :						
Fax # — No de télécopieur :						
Email / Courriel :						
GST # or SIN or Business #— N° de TPS ou NAS ou N° d'entreprise :						

Regional HVAC-R Maintenance, R							
Solicitation No. — Nº. de l'invitation Date: 2020-09-30							
21820-20-0132							
Client Reference No. — Nº. de Réfé	rence du Client						
21820-20-0132							
GEIS Reference No. — Nº. de Réfé	rence de SEAG						
N/A							
Solicitation Closes — L'invitation p	rend fin						
at /à : 2 :00 PM Pacific Daylight Tin	ne						
on / le: 09-November-2020							
F.O.B. — F.A.B. Plant – Usine: Destination:	Other-Autre:						
Address Enquiries to — Soumettre	toutes questions à:						
Hersh Minhas							
Hersh.Minhas@csc-scc.gc.ca Telephone No. – N° de téléphone:	ax No. – Nº de télécopieur:						
	04-870-2444						
The following locations in Britis Institution, Victoria BC	h Columbia : William Head						
Instructions: See Herein Instructions: Voir aux présentes							
Delivery Required — Livraison exigée :							
See herein Name and title of person authorized to si Nom et titre du signataire autorisé du fo	~						
Name / Nom	Γitle / Titre						
Signature I	Date						
(Sign and return cover page with bid proposal/ Signer et retourner la page de couverture avec la proposition)							

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information about OPO, including the available services, please visit the OPO website.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, email or epost Connect service to CSC will not be accepted.

3. Former Public Servants

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:

an individual;

an individual who has incorporated:

a partnership made of former public servants; or

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

name of former public servant;

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: 2019-01 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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) business days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid: three (3) hard copies Section II: Financial Bid: one (1) hard copy Section III: Certifications: one (1) hard copy

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

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

use 8.5 x 11 inch (216 x 279 mm) paper; 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, the Policy on Green
Procurement. To assist Canada in reaching its objectives, bidders should:

- i. use 8.5×11 inch (216×279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii. 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, duo tangs or binders.

2. Section I: Technical Bid

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

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B - Proposed Basis of Payment. The total amount of Applicable Taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T 2013-11-06 Exchange Rate Fluctuation

4. Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T 2014-06-26, Evaluation of Price - Bid

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

2. Basis of Selection

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

3. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 12 of PART 6 – RESULTING CONTRACT CLAUSES.

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Precedent to Contract Award and Additional Information

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

1.1 Integrity Provisions - Declaration of Convicted Offenses

A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

it has read and understands the Ineligibility and Suspension Policy;

it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;

it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;

it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;

none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and

it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed <u>Integrity Declaration Form</u>. Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 Integrity Provisions – Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or

Bidders that are a partnership do not need to provide a list of names.

List of Names:	
	.
OR	
☐ The Bidder is a partnership	

During the evaluation of bids, the Bidder must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the bid.

1.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

1.4 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.5 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual issued</u> by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of 16-November-2020 to 15-November-2023

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hersh Minhas

Title: Regional Procurement and Contracting Specialist

Correctional Service Canada

Branch/Directorate: Regional Headquarters – Pacific Region

Telephone: 236-380-0993

E-mail address: <u>Hersh.Minhas@csc-scc.gc.ca</u>

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

Correctional Service

[Fill in at contract award only.]

5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX) Facsimile: (XXX) E-mail address: (XXX)

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

[Fill in at contract award only.]

5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ Customs duties are included and Applicable Taxes are extra

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.

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:

when it is 75% committed, or

four months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Multiple Payments

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

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;

all such documents have been verified by Canada;

the Work performed has been accepted by Canada

6.4 SACC Manual Clauses

SACC Manual clause A9117C 2007-11-30, T1204 - Direct Request by Customer Department SACC Manual clause C0710C 2007-11-30, Time and Contract Price Verification SACC Manual clause C0705C 2010-01-11, Discretionary Audit

6.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all the work identified in the invoice is completed.

Invoices must be distributed as follows.

The original/one copy must be forwarded to the Project Authority of each site where the work is completed: [To be completed at contract award only.]

AND

One email copy must be forwarded to the Contracting Officer at the following: Hersh.Minhas@csc-scc.qc.ca

8. Certifications and Additional Information

8.1 Compliance

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

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) - Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010C (2020-05-28), General Conditions Services (Medium Complexity), apply to and form part of the Contract.
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

- 11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

The Commercial General Liability policy must include the following:

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.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

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.

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.

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.

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.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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.

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.

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.

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

13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at the Office of the Procurement Ombudsman email address, or by web at the Office of the Procurement Ombudsman website.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website.

21. Privacy

21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada

23. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN

ANNEX A - Statement of Work

The Correctional Service Canada has a requirement to solicit qualified mechanical services to repair and perform preventative maintenance services to maintain institutional HVAC systems at William Head Institution in a state of operating efficiency and reliability. The HVAC maintenance service and repair program shall involve:

1.1 Background:

The William Head minimum-security institution has various critical and non-critical HVAC systems that require regular frequency preventative maintenance, leak testing and unscheduled breakdown repairs. There are approximately 13 identified various HVAC units at William Head that will be maintained under this service contract.

1.2 Objectives:

To provide emergency and non-emergency call ups for repairs, major component replacement(s), leak testing and planned preventative maintenance to a variety of HVAC systems within the WHI institution. Some of these units are utilized to protect critical electronic security systems, IT servers and others provide space cooling to various security control posts and administration offices.

There are a total of five separate call up services that the Contractor may be required to provide within this contract. Two of those services are annually required and the remaining three are on an "as and when required" call up basis by the site authority. Those services will be for various types of HVAC-R equipment as listed in the regional equipment inventory Appendix C. Details of those services and response times are as follows:

1.3 **Tasks:**

- 1.3.1 The Contractor shall respond to an <u>Emergency repair</u> request for HVAC-R equipment identified as <u>CRITICAL</u> in the HVAC-R regional equipment inventory (attached as Appendix C) by having a service technician on site within 6 hours of receiving the call up request for repair, 24 hours a day, seven days a week unless otherwise directed by the site authority. After the initial assessment of the equipment breakdown and the determination of the repairs needed, the contractor must receive approval from the site authority before proceeding with any repairs.
- 1.3.2 The contractor shall respond to a <u>Non-emergency repair</u> request for any HVAC-R equipment by acknowledging within one day with the site authority either by email or phone that repair service will be provided within 48 hours of receiving the call up request for repair. Work is to be performed during normal business hours unless requested otherwise by the site authority. After the initial assessment of the equipment breakdown and the determination of the repairs needed, the contractor must receive approval from the site authority before proceeding with any repairs.
- 1.3.3 The Contractor shall be required to provide an <u>Annual preventative maintenance service</u> to all HVAC-R units that are identified as <u>CRITICAL</u> in the regional HVAC-R equipment inventory list (attached as Appendix C). The Contractor shall plan to provide this service during normal business hours and within a reasonable time frame from the date of the service request. A reasonable time frame can be defined as within 14 days. Work is to be performed during normal business hours.

In addition, the Contractor may be requested by the site authority to provide this annual service to other units on the site inventory list on an "as and when required" basis only.

The site authority must approve this additional work prior to its commencement by the contractor providing an estimated number of hours to complete this service on the requested equipment by utilizing the regional equipment inventory spreadsheet for full equipment details. There is no assurance of this additional annual service work during the contract period.

1.3.4 The site authority may request of the Contractor to provide a <u>Semi-Annual preventative</u> <u>maintenance service</u> to any unit on the regional HVAC-R equipment inventory list on an <u>"as and when required" basis only.</u> There is no assurance that this semi annual service will be required for any unit on the regional equipment inventory during the contract period. The Contractor if so requested, shall provide this service during normal business hours and within a reasonable time frame from the date of the service request. A reasonable time frame can be defined as within 14 days. Work is to be performed during normal business hours.



The site authority must approve this additional work prior to its commencement by the contractor providing an estimated number of hours to complete this service on the requested equipment by utilizing the regional equipment inventory spreadsheet for full equipment details.

- 1.3.5 The Contractor shall be required to provide an **Annual leak test** service as per the Federal Halocarbon Regulations 2003 section 9 thru 14, on all HVAC-R units that are identified as Annual Leak Test Required in the regional HVAC-R equipment inventory list (attached as Appendix C). The contractor shall plan to provide this service during normal business hours and within a reasonable time frame from the date of the service request. A reasonable time frame can be defined as within 14 days. Work is to be performed during normal business hours unless requested otherwise by the site authority.
- 1.3.6 For the purposes of this contract, normal business hours can be defined as Monday to Friday 8am to 5pm excluding legal holidays.
- 1.3.7 Although work is to be performed during normal business hours, some work may be required outside of normal business hours including weekends and stat holidays if necessary in the case of emergency repair call up service requests.
- 1.3.8 For safety and security, the contractor will be escorted by a CSC staff member at all times while inside the institution.
- 1.3.9 If any repairs, leak tests or maintenance services are completed by the Contractor or any sub Contractor on any refrigerant containing piece of equipment, those repairs and services must be logged in a separate halocarbon service log provided by the site maintenance department. Additionally a documentation of services form (eg. leak test notice) must be supplied and completed by the Contractor which will reside with the physical equipment.
- 1.3.10 All tasks 1.3.1 through 1.3.5 shall be performed by technicians holding both a current and valid Refrigeration and Air Conditioning Mechanic trade licence in the province of B.C. and an Environmental Awareness Certificate on Ozone Depleting Substances valid in the province of BC.

Procedures for Preventative Maintenance and Leak Test Services

1.3.11 The Contractor when requested will be required to respond to a call up for **Semi-Annual** Preventative Maintenance services as per but not limited to the detailed maintenance instructions to follow:

1.3.11a- Semi-Annual preventative maintenance service:

Condensing unit (or outdoor unit)

Confirm crankcase heater operation if applicable.

Check and tighten electrical connections and review condition of motor starters.

Check operating and safety controls such as high pressure and low ambient if applicable.

Check operating temperatures and unit performance as an indication of proper refrigerant charge (do not unnecessarily connect gauges to the system unless deemed essential to the work).

Check operation of condenser fan(s).

Conduct a visual check for refrigerant leaks.

Check compressor(s) amperage reading and refrigerant and oil site glasses if installed.

Check operation of water freeze protection on chillers if applicable.

Review operating and alarm logs.

Evaporator coil/AHU (or indoor unit)

Check and tighten electrical connections.

Check condensate pan and drain for slime build up and flush/clean if necessary.

Check condensate pump is working if applicable or gravity drain is clear.

Check thermostat operation.

Check operating and safety controls such as low pressure.

Check operation of blower motor, belt if applicable and lubricate where necessary.

Check operation of humidifier if applicable.

Check indoor coil air filters and clean/replace if required

Conduct a visual check for refrigerant leaks.

Check for proper airflow.



1.3.12 The Contractor when requested will be required to respond to a call up for **Annual Preventative** Maintenance services as per but not limited to the detailed maintenance instructions to follow:

1.3.12a- Annual preventative maintenance service:

Condensing unit (or outdoor unit)

Confirm crankcase heater operation if applicable

Check and tighten electrical connections and review condition of motor starters.

Check operating and safety controls such as high pressure and low ambient if applicable.

Check operating temperatures and unit performance as an indication of proper refrigerant charge (do not unnecessarily connect gauges to the system unless deemed essential to the work)

Check operation of condenser fan(s).

Check compressor(s) amperage reading and refrigerant and oil site glasses if installed

Conduct a visual check for refrigerant leaks.

Check operation of water freeze protection on chillers if applicable.

Review operating and alarm logs.

Clean condenser coils (cleaning should not occur until end of June after tree cotton has fallen)

Evaporator coil/AHU (or indoor unit)

Check and tighten electrical connections.

Check condensate pan and drain for slime build up and flush/clean if necessary.

Check condensate pump is working if applicable or gravity drain is clear.

Check thermostat operation.

Check operating and safety controls such as low pressure

Check operation of blower motor, belt if applicable and lubricate where necessary.

Check operation of humidifier if applicable.

Change or clean indoor coil air filters (replacement air filters must be rated a minimum MERV 9)

Check for proper airflow.

Conduct a visual check for refrigerant leaks.

Clean indoor/evaporator coil(s) if dirty.

Note: any cleaning chemicals or consumables (such as air filters) required to provide this Annual PM service to all critical units are to be included by the contractor as part of this maintenance service contract.

1.3.13 The Contractor when requested will be required to respond to a call up for an Annual Leak Test service as per the instructions below.

1.3.13a- Annual leak test service:

- this service is only required on an annual basis on refrigerant containing systems with an output cooling capacity greater than 19 KW/5.4 tons (identified in the regional HVAC-R inventory list attached as Appendix C)
- this service is to be completed as per the Federal Halocarbon Regulations 2003 sections 9 thru 14.
- CFC's shall not be used for the purpose of leak testing. It is a best practice not to use any halocarbon for leak testing if avoidable
- this annual full service leak test is to go beyond just a visual inspection and shall involve one or a combination of the follow test methods:
- electronic leak detector
- ultraviolet fluorescent dye leak detector
- bubble test- soap and water solution
- water immersion test for any parts that may have been removed

Note: any consumables required to provide this Annual Leak Test Service are to be included by the contractor as part of this maintenance contract.

1.4 Deliverables:

- All tools, supplies, consumables, repair parts, chemicals, specialized equipment and labour will be supplied by the contractor.
- Contractor must carry out in a careful and competent manner and to the satisfaction of the departmental representative, the work set out under the work description herein.
- 1.4.3 The Contractor must remove from the premises all waste products and rubbish resulting from the service work.
- 1.4.4 MSDS sheets for all refrigerants, cleaning products, and any other chemicals used in the service work under this contract must be immediately available on site where the work is being performed if and when requested by the site authority.



- The Contractor must comply with and perform all work in accordance with the Federal Halocarbon Regulations 2003, the Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems 2015 and all other relevant provincial or municipal regulations applicable to the performance of the work.
- 1.4.6 The Contractor must hold all certifications required for the performance of the work throughout the entire length of the contract term.
- 1.4.7 The Contractor, at the completion of any call up for any repair, preventative maintenance service or leak test must provide along with an invoice, a service report in electronic format to be emailed to each site where the work was incurred, that will include at a minimum the following information:
- a/ the identification of the equipment that was serviced and the date of service.
- b/ the type of service work performed eg. semi-annual service, annual service, leak test or repair.
- c/ the names of the contractors' staff that completed the work and their trade certificate and environmental awareness ODS certificate numbers.
- d/list of parts and supplies used to include any refrigerant that was either removed or charged to the system and the weight of the amount recovered or installed.
- e/ note any recommendations for follow up service or repair.
- f/ if any leaks were repaired, halocarbon added or removed, leak tests performed or if a new system is installed, the service technician must complete the required documentation forms of those services provided as follows:

Documentation of services form that resides with the equipment (form provided by contractor) ii) CSC documentation form(s) relevant for services completed: CSC 1265 -01c, 1265-01d, 1265-01e or 1265-01f from CSC ISD 318-4 Environmental Management of Halocarbons. These forms will be provided by the client.

Location of work:

1.5.1 The Contractor must perform the work at William Head Institution, Victoria BC

Language of Work:

1.6.1 The contractor must perform all work in English.

APPENDIX A - Site Contacts, Address and Location

Site Number	Site Name and Address (Also for Invoices)	Site Contact/ Site Authority	Alternate
Department	al Authority	To be supplied at col	ntract award
William Hea	d Institution		
1	William Head Institution 6000 William Head Road Victoria, BC V9C 0B5		

APPENDIX B - General Contractor Site Safety

Canada Labour Code and Worksafe B.C. Regulations

The institutional and federal staff are regulated under the Canada Labour Code and Canada Occupational Health and Safety Regulations. Contractors are regulated under the provincial authority of Worksafe B.C. Regulations.

Contractors have a duty to ensure that the work performed at an institution is completed while respecting the federal and provincial authorities safety provisions for persons on the work site and adjacent to the work site

Within the Canada Labour Code Part II OHS section 125(1) (y) it states "ensure that the activities of every person granted access to the work place do not endanger the health and safety of employees" Should a contractor's work effect the health and safety of the institutional CSC staff and/or the daily operations of the institution, CSC retains the right to stop the work and have the contractor removed from the institution.

Also within the Canada Labour Code Part II OHS section 125(1) (z.14) CSC is responsible to "take all reasonable care to ensure that all of the persons granted access to the work place, other than the employers' employees, are informed of every known or foreseeable health or safety hazard to which they are likely to be exposed in the work place".

Site Safety Plans

Each Institution has a number of worker safety plans in place that must be reviewed and followed by the contractor while working on site. These plans will be located in the Maintenance Office at each institution.

*Prior to any work commencing under the Regional HVACR maintenance contract, a start up meeting shall be conducted to discuss site orientation, security and health and safety hazards and requirements of contractors working in federally regulated facilities.

A list of site safety plans and a brief summary of each are as a follows:

Fall Protection

Contractors and other provincially regulated persons shall be required to use their own fall arrest personal protective equipment and to ensure users are properly trained.

Contractors and other provincially regulated persons shall not be permitted to secure themselves to a CSC provided anchoring system unless both CSC and the contractor are satisfied the CSC anchoring system meets WorkSafe BC requirements.

Confined space COSH Part XI (11.1)

IN ACCORDANCE WITH PART XI OF THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS, A CONFINED SPACE IS "AN ENCLOSED OR PARTIALLY ENCLOSED SPACE THAT IS NOT DESIGNED OR INTENDED FOR HUMAN OCCUPANCY EXCEPT FOR THE PURPOSE OF PERFORMING WORK, HAS RESTRICTED MEANS OF ACCESS AND EGRESS, AND MAY BECOME A HAZARD TO AN EMPLOYEE ENTERING IT DUE TO ITS DESIGN, CONSTRUCTION, LOCATION OR ATMOSPHERE; THE MATERIALS OR SUBSTANCES IN IT; OR ANY OTHER CONDITIONS RELATING TO IT".

The <u>WorkSafeBC</u> definition of a confined space is an area, other than an underground working (e.g. underground mine entrance, tunnel, underground excavation, chamber, caisson, raise, shaft, or natural entry), that possess the following characteristics:

is enclosed or partially enclosed,

is not designed or intended for continuous human occupancy,

has limited or restricted means for entry or exit that may complicate the provision of first aid, evacuation, rescue or other emergency response service, and

is large enough and so configured that a worker could enter to perform assigned work.



Each institution has compiled an inventory of identified confined spaces (available on site) and has conducted a hazard assessment of each space. From that study, a written confined space entry procedure has been developed that must be followed prior to the start of any work in a confined space.

Contractors must provide their own atmospheric testing equipment and will be required to provide proof that all their employees are adequately trained to work within a confined space environment. Training must have been conducted to ensure that all workers are familiar with all confined space entry procedures. All contractors must supply all equipment that is required with confined space entry. Confined space entry procedures, including the provision of a safety watch person, is to be provided by the contractor as prescribed. Failure to do so may result in the termination of their agreement with the institution.

CONTRACTORS ARE RESPONSIBLE FOR ALL CONFINED SPACE RESCUE OF THEIR PERSONNEL. THIS INCLUDES ALL MODERATE AND HIGH HAZARD CONFINED SPACES. CORRECTIONAL SERVICE CANADA (CSC) ARE NOT LIABLE FOR ANY ASPECT OF CONFINED SPACES RESCUE.

Lock Out/Tag Out Procedures

Each Institution has in place a lock out/tag out procedure that applies to all government trade workers working on machines and equipment within each Institution.

Contractors shall follow applicable Provincial regulations in regards to electrical or mechanical lock out/tag out safety procedures to isolate machines or equipment from any energy sources when working within each federal Institution or on federal property.

Any lockout of systems will affect the operation of an institution; the Contractor cannot lockout equipment without some interaction with institutional staff.

- The Contractor shall communicate with the site contract authority regarding any equipment or system proposed to be locked out, the duration of the lockout, identification of the Person In Charge and their contact information.
- The site contract authority shall provide to the Contractor up to date electrical Single Line Diagrams if requested; they may not be required for isolation of Minor Low Voltage Circuits such as a single motor.
- Locks and tags shall clearly indicate the identity of the contractor.
- For high voltage and major low voltage circuits, the Contractor shall meet with qualified institutional staff to inspect the existing infrastructure. The Contractor shall submit an information copy of their isolation and re-energization plan to the site contract authority.

Spill Containment

Each Institution has spill containment supplies to manage emergency spills both inside the institution and in out buildings around each complex. The locations where emergency spill supplies are kept in the maintenance office.

Hazardous Building Materials

Within the Maintenance office at each institution, is a Hazardous Building Materials Management Plan (HBMMP) that complies with the Canada Labour Code and the BC regulations governing the safe work environment for employees, public and contractors visiting or working in buildings containing hazardous building materials associated with each specific institution.

Hazardous building materials considered in this HBMMP include Asbestos Containing Materials (ACM's), lead containing materials, PCB's, mercury containing items, ozone depleting substances, silica and mould or moisture affected building materials.

WHMIS

Any products to be used during the execution of the contract work must be approved by the site contract authority prior to entry into the institution.

A current and Canadian version of MSDS Sheets is required for all WHMIS regulated products entering the institution. Do not bring in any more product than is required.

PPE

It is the contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work while on site.

*Should an institutional security or emergency situation arise, the escort and/or CSC security staff will instruct the contractor and their workers on the direction to take at that momen

APPENDIX C – Regional Equipment Inventory

William Head Institution	Annual Preventative Maintenance Required - (and As and When Required Semi-Annual Preventative Maintenance)							Annual Leak Test Required - (and As and Whe	
Equipment identification#	CU #1	CU #2	CU #3	CU #4	A03328 6	A03328 7	CU #1	CU #2	
Description of equipment	VRF	VRF	VRF	VRF	package roof top	package roof top	VRF	VRF	
Make	Mitsubishi	Mitsubishi	Mitsubishi	Mitsubishi	Carrier	Carrie r	Mitsubishi	Mitsubishi	
Model	city multi R- P72TKMU	city multi R- P72TKMU	city multi R- P72TKMU	city multi R- P72TKMU	50TC- A05A1A5A0A0A0	48HJE005	city multi R-P72TKMU	city multi R-P72TKMU	
Replaceable air filter sizes (if applicable)	NIL	NIL	NIL	NIL	YES 16 X 25	YES 16 X 25	NIL	NIL	
Serial number	KE00A100G03	KE00A100G03	KE00A100G03	KE00A100G03	910460117	3397020434	KE00A100G03	KE00A100G03	
Capacity of system in (KW/Tons)	8 ton	8 ton	8 ton	8 ton	13.1 KW	24 KW	8 ton	8 ton	
Voltage/ph	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 23.5 AMP 3 PH	220 VOLT 13.5 AMP 3 PH	220 VOLT 30 AMP	220 VOLT 30 AMP	
Type of refrigerant	R410A	R410A	R410A	R410A	R410A	R410 A	R410A	R410A	
Quantity of refrigerant	57 Lbs 11 oz	46 Lbs 12 oz	46 Lbs 12 oz	46 Lbs 4 oz	11LBS	8 LBS	57 Lbs 11 oz	46 Lbs 12 oz	
Date/year of manufacture	7-21-16	7-21-16	7-21-16	7-21-16	Mar-10	1990	7-21-16	7-21-16	
Physical location in in in in of condensor.	bldg # 106 w est side	bldg # 106 w est side	bldg # 106 w est side	bldg # 106 w est side	bldg # 104 roof top	bldg # 104 roof top	bldg # 106 w est side	bldg # 106 w est side	
Physical location in institution of ev ap/indoor coil(s).	service every room	service every room	service every room	service every room	bldg # 104 room 122	bldg # 104 room 100	service every room	service every room	
Room number(s) this equipment serves		4 units service entire bldg #106	4 units service entire bldg #106	4 units service entire bldg #106	bldg # 104 room 100	bldg # 104 room 100	4 units service entire bldg #106	4 units service entire bldg #106	
Seasonal system (cooling season only) OR Year Round	year round	year round	year round	year round	year round	year round	year round	year round	
Preventative Maintenance services/tests	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM	Annual leak Test required	Annual leak Test required	



Correctional Service Service correctionnel Canada

Canada Cana	da							
William Head Institution	n Required Semi-Annual I	Preventative Maintenance	and/or Annual Preventative		As and When Required Only Semi-Annual Preventative Main Maintenance			
Equipment identification #	CU #3	CU #4	heat/cooling rm 100	RTU1	RTU2	BACKUP rm 120/122	#1	#2
Description of equipment	VRF	VRF	package roof top	split	SPLIT	split heat pump	split heat pump	split heat pump
Make	Mitsubishi	Mitsubishi	Carrier	engineered air	engineered air	Mitsubishi	Carrier	Carrier
Model	city multi R- P72TKMU	city multi R-P72TKMU	48HJE005	FWE62/DJE20/0	fw21/DJE20/0	mr slim PUY- A42NHA3	38CKB048500	38CK036520
Replaceable air filter sizes (if applicable)	NIL	NIL	YES 16 X 25	20X20X2	16x20x2	NIL	NIL	NIL
Serial number	KE00A100G03	KE00A100G03	3397020434	B58207 RTU-1	B58207 RTU-2	961L00093C	4196E16358	2997E11065
Capacity of system in (KW/Tons)	8 ton	8 ton	24 KW	80000BTU	80000BTU	4 ton	3800 BTU	3800 BTU
Voltage/ph	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 13.5 AMP 3 PH	575-3PH	208-3ph	220 VOLT 30 AMP	220 VOLT 25 AMP 3 PH	220 VOLT 20 AMP 3 PH
Type of refrigerant	R410A	R410A	R410A	r-410a	r-410a	R410A	R22	R22
Quantity of refrigerant	46 Lbs 12 oz	46 Lbs 4 oz	8 LBS	2 @ 10lbs	3lbs	10 LBS	6.3 LBS	4.78 LBS
Date/year of manufacture	7-21-16	7-21-16	1990	03-2019	03-2019	2010	1990	1990
Physical location in institution of condensor.	bldg # 106 w est side	bldg # 106 w est side	bldg # 104 roof top	bldg #107 rooftop	bldg #107 rooftop	bldg # 104 roof top	bldg # 104 roof top	bldg # 104 roof top
Physical location in institution of ev ap/indoor coil(s).	service every room	service every room	bldg # 104 room 100	bldg #107 rooftop	bldg #107 rooftop	bldg # 104 room 122	bldg # 104 room 114	bldg # 104 room 114
Room number(s) this equipment serves	4 units service entire bldg #106	4 units service entire bldg #106	bldg # 104 room 100	Bldg #107 , rooms 203- 204- 205-206-209	building 107 - rm 202	bldg # 104 rooms 120, 122	bldg # 104 rooms 210, 211, 212	bldg # 104 room 115
Seasonai system (cooling season only) OR Year Round	year round	year round	year round	seasonal	seasonal	year round	seasonal	seasonal
Preventative Maintenance services/tests	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required	as and when required	as and when required	as and when required

William Head	enance and/or Annual Preventative					
Institution						
Equipment identification #	#3	#4				
Description of equipment	split heat pump	split heat pump				
Make	Carrier	Carrier				
Model	38TKB024310	38TKB030300				
Replaceable air tilter sizes (if applicable)	NIL	NIL				
Serial number	3996E13573	2697E19343				
Capacity of system in (KW/Tons)	3800 BTU	3800 BTU				
Voltage/ph	220 VOLT 20 AMP 1 PH	220 VOLT 25 AMP 1 PH				
Type of refrigerant	R22	R22				
Quantity of refrigerant	4.01 LBS	8.88LB S				
Date/year of manufacture	1990	1990				
Physical location in institution of condensor.	bldg # 104 roof top	bldg # 104 roof top				
Physical location in institution of ev ap/indoor coil(s).	bldg # 104 room 114	bldg # 104 room 114				
Room number(s) this equipment serves	bldg # 104 room 101	bldg # 104 room 100				
Seasonal system (cooling season only) OR Year Round	seasonal	seasonal				
Preventative Maintenance services/tests	as and when required	as and when required				

ANNEX B - Proposed Basis of Payment

1.0 Contract Period

- The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.
- ii. For the provision of services as described in Annex A Statement of Work, the Contractor will be paid the all inclusive firm per rate(s) below in the performance of this Contract for Mandatory Annual Preventative Maintenance and Mandatory Annual Leak Tests. Any cleaning chemicals or consumables (such as air filters) required to provide Annual Preventative Maintenance and Annual Leak Tests are to be included as part of this maintenance contract.
- iii. For the provision of services described in Annex A Statement of Work, the Contractor will be paid an hourly rate for Emergency and Non-Emergency Repair Services and Preventative Maintenance.
- iv. If, during the performance of the Work, the Contractor encounters number(s) of devices that are substantially different from the numbers of devices listed in Appendix C supplied to the Contractor, the Contractor shall give notice to Canada immediately upon becoming
- v. Materials and Hourly Rates for Emergency and Non-Emergency Repair and As and When Required Semi-Annual/Annual Preventative Maintenance:
- For the work described in Task 1.3.1 and 1.3.2 in the Statement of Work: Emergency, Non-Emergency Repair. The Contractor will be paid an (1) hour minimum call-out Labour Charge. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to As and When Required Semi-Annual/Annual Preventative Maintenance. This does not apply to any Annual Mandatory Maintenance.
- The Contractor is to individually list parts, materials and consumable items as detailed in Task 1.3.1 and 1.3.2 and charge to CSC on a Maximum MSRP Rate. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to an As and When Required Semi-Annual/Annual Preventative Maintenance.

vi. Minor Component Repair:

- All Minor Component Repairs will form part of this contract. A Minor Component Repair is
 up to a dollar value of \$10,000.00 including Taxes. The contractor must receive approval
 from the Site Authority before proceeding with any repairs. The work must be discussed
 and approved upon before commencing.
- Major Component Repair totalling over \$10,000.00 will be treated outside of this contract as a separate requirement and will no have no guarantees to the Contract Holder.
- The Contractor is to individually list parts, materials and consumable items as detailed in Task 1.3.1 and 1.3.2 and charge to CSC on a Maximum MSRP Rate. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to an As and When Required Semi-Annual/Annual Preventative Maintenance.

Pricing for Service Delivery to Institutions (by Grouping)

William Head Institution

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Fixed Price	YEAR 2 All Inclusive Firm Fixed Price	YEAR 3 All Inclusive Firm Fixed Price
William Head Institution – Mandatory Annual Preventative (equipment in red highlighted section in Appendix C)	LOT	\$	\$	\$
M-F (8:00AM – 5:00PM)				
Equipment ID # CU #1 Equipment ID # CU #2 Equipment ID # CU #3 Equipment ID # CU #4 Equipment ID # A033286 Equipment ID # A033287				

Site Name and Tasks Group	Unit of Issue	YEAR 1 All Inclusive Firm Fixed Price	YEAR 2 All Inclusive Firm Fixed Price	YEAR 3 All Inclusive Firm Fixed Price
William Head Institution – Mandatory Annual		\$	\$	\$
Leak Test (equipment in green highlighted section in Appendix C)	LOT			
M-F (8:00AM - 5:00PM)				
Equipment ID # CU #1				
Equipment ID # CU #2				
Equipment ID # CU #3				
Equipment ID # CU #4				
Equipment ID# heat/cool				
Equipment ID # RTU1				
Equipment ID # RTU2				

Minor Component Repair *Repairs up to 10K Incl Taxes	Unit of	Estimated Number of Hours	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
William Head Institution	Issue	Hours			
Hourly Repairs and Preventative Maintenance during normal working hours	Per Hour	35	\$	\$	\$
M-F (8:00AM - 5:00PM)					
All Equipment Identified on APPENDIX C – Regional Equipment Inventory					
William Head Institution					
Overtime hourly rate for Emergency Repairs during outside normal working hours	Per Hour	10	\$	\$	\$
Hours Outside: M-F (8:00AM - 5:00PM)					
All Equipment Identified on APPENDIX C – Regional Equipment Inventory					
		Estimated	Estimated	Estimated	Total
Total Allowance for Regional parts, material and consuma		Parts, Material and	Parts, Material and	Parts, Material and	Estimated Parts, Material
will be a maximum of \$30,000) per	Consumables	Consumables	Consumables	and
contract year For William He	ad	Year 1	Year 2	Year 3	Consumables
	ļ	\$30,000	\$30,000	\$30,000	\$90,000
			 Total For F	Parts and Hours	\$ (To be Filled by
					Contracting Authority During Evaluation)

3.0

Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\frac{To Be Inserted at Contract Award}{\text{avard}}\$ are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.

4.0 Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International).
- 2.() Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

Annex C Evaluation Criteria

1.0 Technical Evaluation:

- 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is <u>imperative</u> that the proposal <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.
- 1.5 References must be provided for each project/employment experience.
- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a consultant, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name:
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA - Regional HVAC-R Maintenance, Repair and Component/system replacement

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Contractor must show proof of a valid Class REF contractors licence issued by Technical Safety BC		
M2	A Refrigeration and Air Conditioning Mechanic trade licence current and valid in the province of B.C.		
M3	An Environmental Awareness Certificate on Ozone Depleting Substances valid in the province of BC.		