



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving

Box/Boîte de Réception des Soumissions

Bid Receiving Box/Boîte de Récepti

1st Floor/1^{ère} étage, Suite 1212

100-1045 Main Street

Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Acquisitions NB/PEI (Moncton Office) – Bureau

d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

Title - Sujet Mechanical Sys Maint. - HMCS Bruns.	
Solicitation No. - N° de l'invitation W6898-210506/A	Date 2021-02-15
Client Reference No. - N° de référence du client W6898-210506	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-037-5938
File No. - N° de dossier MCT-0-43072 (037)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2021-03-04 Heure Normale de l'Atlantique HNA	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacDonald (MCT), Anne	Buyer Id - Id de l'acheteur mct037
Telephone No. - N° de téléphone (902) 314-1009 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS	3
1.4 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 STATEMENT OF WORK.....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	10
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	11
6.7 PAYMENT	11
6.8 INVOICING INSTRUCTIONS	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.10 APPLICABLE LAWS.....	12
6.11 PRIORITY OF DOCUMENTS	12
6.12 SACC MANUAL CLAUSES	12
6.13 DISPUTE RESOLUTION.....	13
6.14 INSURANCE - SPECIFIC REQUIREMENTS.....	13
ANNEX "A".....	16
BASIS OF PAYMENT	16
ANNEX "B"	17
MANDATORY REQUIREMENTS	17

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"	18
COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER	18
ANNEX "D" TO PART 3 OF THE BID SOLICITATION	19
ELECTRONIC PAYMENT INSTRUMENTS	19
ANNEX "E"	20
STATEMENT OF WORK	20

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

N/A

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.
(B4007T 2014-06-26)

1.3 Debriefings

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

1.4 epost Connect service

"This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

2.1.1 SACC Manual Clauses

C9000T	Pricing	2010/08/16
--------	---------	------------

2.2 Submission of Bids

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

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(A9076T 2007/05/25)

2.2.2 Optional Site Visit

Not applicable.

2.3 Former Public Servant

Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 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:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid – Not applicable
Section II: Financial Bid –Annex A Basis of Payment
Section III: Certifications Bidders must submit the certifications and additional information required under Part 5
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (___0___ hard copies)
Section II: Financial Bid (___1___ hard copies)
Section III: Certifications (___1___ hard copies)
Section IV: Additional Information (___1___ 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 Bidder is simultaneously providing copies of its bid 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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "D" 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) 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 Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, 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>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

See Annex B.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of 01 April 2 to 31 March 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anne MacDonald
Public Services and Procurement Canada
Acquisitions Branch
Address: Sherwood Business Centre
161 St. Peters Road
2nd Floor, Suite 204
Charlottetown, PE
C1A 5P7
Telephone: (902)314-1009
Facsimile: (506) 851-6759
E-mail address: anne.macdonald@pwgsc-tpsgc.gc.ca

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

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative (Offeror please complete)

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment

For the Work described in Annex A.

6.7.2 Limitation of price

SACC Manual clause C6000C (2017/08/17) Limitation of price

6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 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.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- (c) Annex E, Statement of Work;
- (d) the Contractor's bid dated _____ as amended on _____.

6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.14 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority, 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.

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Department of National Defence.
 - 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

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

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

ANNEX "A"

BASIS OF PAYMENT

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

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

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

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

(see attached)

ANNEX "B"

MANDATORY REQUIREMENTS

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

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide proof of Liability Insurance in the amount of \$2,000,000.00.
5. Proof will be required within seven (7) days of request from Contracting Authority and prior to award of the Service Contract of the following:
 - .1 The Contractor must be qualified and knowledgeable in the inspection and repair of all equipment listed in 1.4.1.
 - .2 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.
 - .3 All permits and licenses must remain current throughout the life of this Service Contract.

2. A0069T (2007/05/25) Basis of Selection - Mandatory Requirements Only

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

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
W6898-210506/A
Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
MCT037
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

STATEMENT OF WORK

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6898-210506/A

mct037

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W6898-210506

MCT-0-43072

ANNEX "B"

BASIS OF PAYMENT

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

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

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

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

W6898-210506

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF DATE OF APRIL 1, 2021 TO MARCH 31, 2022.

Item	Class of Service	Unit of Measure	Estimated Quantity	A Term Date of April 1, 2021 to March 31, 2022		B Option Year April 1, 2022 to March 31, 2023		C Option Year April 1, 2023 to March 31, 2024	
				Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)
1.	Unit rate for Minor maintenance inspection as per Annex A	per	2						
2.	Unit rate for Major maintenance inspection as per Annex B	per	1						
3.	Unit rate for repairs by a service technician	Hour	80						
4.	All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up. The contractor is to submit a percentage for tendering purposes	Allowance Mark up ____%	10,000.00						

Solicitation No. - N° de l'invitation
W6898-210506/A

Client Ref. No. - N° de réf. du client
W6898-210506

Amd. No. - N° de la modif.

File No. - N° du dossier
MCT-0-43072

Buyer ID - Id de l'acheteur
mct037

CCC No./N° CCC - FMS No./N° VME

TOTAL FOR FIRST TERM & OPTIONS YEARS	A = \$	B = \$	C= \$
GRAND TOTAL FOR FIRST TERM AND OPTION YEARS (A+B+C)			
			\$



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


SPECIFICATION

**SERVICE CONTRACT
INSPECTION AND MAINTENANCE OF MECHANICAL
SYSTEMS AT HMCS BRUNSWICKER,
NEW BRUNSWICK
01 APRIL 2021 TO 31 MARCH 2022
WITH OPTIONS TO RENEW TWO, ONE-YEAR PERIODS**


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-S255/21-0301/39

Date: 2020-06-10

NATIONAL DEFENCE	INDEX	SECTION 00 01 11
JOB NO.L-S255/21-0301/39		PAGE 1
5 CDSB GAGETOWN		2020-06-10

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	6
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	3
01 35 43	Environmental Procedures	1
<u>Annexes</u>		
Annex A	Minor Operational Inspection	2
Annex B	Major Operational Inspection	2

END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 Work under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to complete repairs, maintenance and the minor and major inspections of the mechanical systems at the Naval Reserve HMCS Brunswicker as outlined in Annexes A and B and as specified herein.
- .2 HMCS Brunswicker Naval Reserve is located at 160 Chesley Drive (1 Navy Way), Saint John, NB.

1.02 DURATION OF CONTRACT

- .1 The period of this Service Contract is from 01 April 2021 to 31 March 2022 with two, one-year options to renew.

1.03 REFERENCES

- .1 Canada Labour Code, Part II - Occupational Health and Safety.
- .2 National Fire Code of Canada, (Latest Edition).
- .3 American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), Standard 62.1 - Ventilation for Acceptable Indoor Air Quality.
- .4 Canadian Electrical Code (Latest Edition).
- .5 National Building Code of Canada (Latest Edition).
- .6 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009).
- .7 CSA-B149.1-05 Natural Gas and Propane Installation Code (January 2007).

1.04 BUILDING SYSTEMS

- .1 Building systems included in this Service Contract for repairs and maintenance are:
 - .1 Supply Air Units S-1 through S-9.
 - .2 Exhaust Fan Units F-1 through F-7.
 - .3 Roof Mounted Kitchen Exhaust Fan.
 - .4 Nortec Humidifiers. (Qty. 4)
 - .5 Air Compressor supplying pneumatic control system.
 - .6 Stand Alone Air Conditioning Unit for Communication Room.
 - .7 Boathouse Make Up Air Unit c/w electric coil.

1.05 QUALIFICATIONS

- .1 The Contractor must be qualified and knowledgeable in the inspection and repair of all equipment listed in 1.4.1.
- .2 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such certification (licenses)

must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.

- .3 All permits and licenses must remain current throughout the life of this Service Contract.

1.06 ENGINEER

- .1 The Engineer as defined and stated in this specification will be the Officer Commanding of Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:

Contracts Office
Real Property Operations Det Gagetown
238 Champlain Avenue
Building B-18
P.O. Box 17000 Stn Forces
Oromocto, NB E2V 4J5
Tel: (506) 422-2677
Fax: (506) 422-1248

1.07 DOCUMENTS REQUIRED

- .1 Maintain at the job site, one copy each of the following:
 - .1 Specification,
 - .2 All Addenda

1.08 CONTRACTOR'S USE OF SITE

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

1.09 POWER AND WATER

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code, (latest edition).
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

1.10 ACCEPTABILITY OF MATERIAL

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

1.11 GUARANTEE

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

1.12 CODES AND STANDARDS

- .1 Perform work and enforce safety measures in accordance with:
 - .1 Canadian Labour Code Part II;
 - .2 National Building Code of Canada 2015;
 - .3 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009);
 - .4 CSA-B149.1-05 Natural Gas and Propane Installation Code (January 2007);
 - .5 Canadian Electrical Code (latest edition); and
 - .6 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) - Standard 62.1 - Ventilation for Acceptable Indoor Air Quality.
- .2 Contractor must be registered with WorkSafeNB.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and

referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.13 OVERLOADING

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

1.14 TEMPORARY STRUCTURES

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

1.15 CLEAN UP

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

1.16 MAINTENANCE INSPECTIONS

- .1 Provide operational inspections as follows:
 - .1 Provide two (2) Minor Maintenance Inspections as per Annex A, one during the month of January and one during the month of May.
 - .2 Provide one (1) Major Maintenance Inspection as per Annex B during the month of September.

1.17 QUANTITIES BASIS FOR PAYMENT

- .1 The work performed under this Service Contract will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit costs per inspection, hourly rates and a material mark up percentage for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, and transportation (travel time to and from the contractors base of operation will be included in the rates provided).
- .3 Time charged and contract price of material (if any) used may be verified by Government Audit before or after payment is made under the terms of this Service Contract.
- .4 The Contractor will provide service during normal working hours on an eight (8) hour per day, five (5) days per week basis 0730hrs to 1600hrs Monday to Friday inclusive and emergency service after regular working hours.
- .5 The Contractor will advise the Engineer of the telephone number or location

at which they or their representative may be contacted at all times.

- .6 The Contractor, upon receipt of the Service Contract, will be advised by the Engineer of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .7 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.
- .8 When service is required, the Engineer will notify the Contractor and detail the job. When requested by the Engineer, a written estimate shall be provided by the Contractor indicating estimated labour and material costs in accordance with the Service Contract.
- .9 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out.
- .10 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure (SOP) for work reports will be provided to the successful bidder after award of Contract. Please note that this SOP is for contract work done on an hourly rate basis only and does not apply to set inspections or services done on a lump sum basis.
- .11 One invoice covering all charges for each Service Request or Inspection will be submitted to the Engineer with a copy of the signed Service Request. The invoice must indicate Contract, Work Order, Requisition numbers and Purchase Order number issued on the Work Request. The invoice must itemize technicians' names, dates and hours worked, materials used complete with copies of the contractor's invoices verifying correct mark-up on materials. The Contractor is to return one copy of the signed work request with their invoice, as well as copies of all weekly inspection reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each work request.
- .12 The Contractor will submit their invoice for payment to the Engineer within 15 working days of completion of each work request.

1.18 SECURITY CLEARANCES

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 Security procedures require, that when requested by the Engineer, the

NATIONAL DEFENCE	INSTRUCTIONS TO BIDDERS	SECTION 00 21 13
JOB NO.L-S255/21-0301/39		PAGE 6
5 CDSB GAGETOWN		2020-06-10

Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, (Latest Edition).
- .3 National Building Code of Canada (Latest Edition).

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

1.03 RESPONSIBILITY

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

1.04 UNFORESEEN HAZARDS

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

1.05 CORRECTION OF NON-COMPLIANCE

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

1.06 WORK STOPPAGE

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

END OF SECTION

1 GENERAL

1.01 REPORTING FIRES

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

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

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

1.03 FIRE EXTINGUISHERS

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

1.04 BLOCKAGE OF ROADWAYS

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

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

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

combustion in approved receptacles and remove.

1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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

1.08 HAZARDOUS SUBSTANCES

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

1.09 QUESTIONS AND/OR CLARIFICATION

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

1.10 FIRE INSPECTION

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

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

END OF SECTION

1 GENERAL

1.01 GENERAL

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

1.02 FIRES

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

1.03 DISPOSAL OF WASTES

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

1.04 SPILL PROTECTION

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

END OF SECTION

MINOR OPERATIONAL MAINTENANCE

.1 Air handling units and Exhaust Fans (S-1 thru S-9, F-1 thru F-7 and Roof Mounted Kitchen Ex Fan):

- .1 Fans and motors:
 - .1 Verify the operation of the system, motors, gauges and fans;
 - .2 Inspect the tension on the drive belts and check for wear, replace the belts if required;
 - .3 Lubricate the fan shaft bearings;
 - .4 Lubricate the motor bearings;
 - .5 Lubricate the dampers;
 - .6 Inspect for vibrations and unusual noises;
 - .7 Inspect the coils for leaks and clean if required;
 - .8 Record the condition of the dampers and clean if required;
 - .9 Record the condition of motors and windings;
 - .10 Clean the intake screens on the motors; and
 - .11 Clean or replace the air filters if required.
- .2 Motor Starters:
 - .1 Inspect for signs of wear, arcing and overheating; and
 - .2 Measure and record the operating voltage and amperage.

.2 Humidifiers (qty. 4):

- .1 Check all valves for proper operation and check for leaks;
- .2 Check the float assembly and adjust if required;
- .3 Check and clean the drains and drain pans;
- .4 Check the heating elements;
- .5 Inspect all electrical connections, relays, contactors and safety controls; and
- .6 Check and clean the spray nozzles.

.3 Air compressor and associated equipment:

- .1 Air Compressor:
 - .1 Drain the tank and clean the traps;
 - .2 Check the belt and filter;
 - .3 Change the suction filter if required;
 - .4 Check the condition of the motor and lubricate as required;

Annex A
Job No. L-S255/21-0301/39
2020-06-10

- .5 Check the PE switch, starter and alternator; and
 - .6 Record the compressor's run time.
- .2 Refrigerated air dryer:
 - .1 Check the refrigerant pressure and temperature and record;
 - .2 Clean the condenser and grills as required; and
 - .3 Check the drain trap and bypass valves for proper operation.
- .4 **Forward a written report to the Engineer indicating the condition of the system and all recommended repairs**

MAJOR OPERATIONAL MAINTENANCE

.1 Air handling units and Exhaust Fans (S-1 thru S-9, F-1 thru F-7 and Roof Mounted Kitchen Ex Fan):

- .1 Fans and motors:
 - .1 Verify the proper operation of the system motors, gauges and fans;
 - .2 Inspect the tension on the drive and fan belts and replace belt if required;
 - .3 Lubricate the fan shaft bearings, motor bearings and dampers;
 - .4 Clean the intake screens on the motors;
 - .5 Inspect the fan wheels to ensure free rotation, check for cracks and for proper alignment;
 - .6 Inspect for vibration or unusual noises;
 - .7 Inspect and clean the motors; and
 - .8 Check all major valves for proper operation and check for leaks.
- .2 Starters:
 - .1 Inspect all wiring connections;
 - .2 Megger the motors at the starters and record the readings;
 - .3 Inspect the starters contactor and contacts;
 - .4 Inspect the starters for signs of wear, arcing and overheating; and
 - .5 Measure and record the operating voltages and amperages.
- .3 Inspect the condition and proper operation of the dampers;
- .4 Inspect to ensure all guards, doors, and panels are secure;
- .5 Inspect the condition of the humidifier and check for proper operation;
- .6 Inspect the cabinets for corrosion and damage;
- .7 Inspect the flexible connections and ductwork for damage or leaks; and
- .8 Clean or replace filters as required.

.2 Compressor:

- .1 Air compressor:
 - .1 Drain the tank and clean the traps;
 - .2 Change the oil and check oil pressure;
 - .3 Check the belt and change if required;
 - .4 Check the suction filter and change if required;
 - .5 Inspect the unloader and check valve;

- .6 Inspect the high pressure safety valve;
- .7 Check the condition of the motor and bearings and lubricate as required;
- .8 Check PE switch, starter, and alternator;
- .9 Record compressor run time; and
- .10 Record oil carryover rate where applicable.
- .2 Refrigerated air dryer:
 - .1 Check the refrigerant pressure and record;
 - .2 Record refrigerant temperature;
 - .3 Clean the condenser and grill covers as required; and
 - .4 Check the drain trap and bypass valves for proper operation.
- .3 Filter and pressure reducing station:
 - .1 Inspect the charcoal and coalescent filters and change as required;
 - .2 Record the pressure reducing valve settings and adjust as required; and
 - .3 Record the oil carryover rate where applicable.
- .4 **Stand Alone Communications Room AC Unit:**
 - .1 Ensure proper operation and service as per manufacturer's recommendations.
 - .2 Rectification of defects observed during inspection.
 - .3 Check electrical parts including motors & rectification.
 - .4 Check & adjust controls and lubricate moving parts.
- .5 **Forward a written report to the Engineer indicating the condition of the system and the repairs that are required.**