



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions
Sherwood Business Centre
161 St. Peters Road/
161, rue St. Peters
2nd Floor, Suite 204/
2ième étage, pièce 204
Charlottetown
Prince Edward Island
C1A 5P7
Bid Fax: (902) 566-7514

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

Commercial Acquisitions (PEI)
Sherwood Business Centre
161 St. Peters Road
2nd Floor, Suite 204
Charlottetown
Prince Ed
C1A 5P7

Title - Sujet Digital Ctrl Sys Maint-PE Armouries Digital Control System Maintenance - PE Armouries	
Solicitation No. - N° de l'invitation W6898-220585/A	Date 2022-02-04
Client Reference No. - N° de référence du client W6898-220585	GETS Ref. No. - N° de réf. de SEAG PW-\$PEI-006-4567
File No. - N° de dossier PEI-1-44163 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2022-02-22 Heure Avancée de l'Atlantique HAA	
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: Beausoleil (PEI), Timothee	Buyer Id - Id de l'acheteur pei006
Telephone No. - N° de téléphone (902) 388-8377 ()	FAX No. - N° de FAX (902) 566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RPOU Gagetown Det Gagetown 5 CDSB GAGETOWN 17000, B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – 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

November 2020 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements.

1.2 Statement of Work

Department of National Defence (DND) has a requirement for the furnishing of all labour, materials, tools, equipment, software and firmware updates required to complete repairs, remote phone line inspections and annual on-site inspection of the Delta Verion 3 Orcview building automation systems at the Queen Charlotte Armoury, Charlottetown, P.E.I. and Summerside Armoury, Summerside, P.E.I. All work is to be completed in accordance with the Specification Number L-C135-9900/0051 forming part of the bid document. The Service Contract is from April 1, 2022 to March 31, 2023 with options to renew for two additional one year periods.

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."

1.5 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Manual Clause C9000T (2010-08-16) Pricing

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

- PWGSC Acquisitions, Bid Receiving / Bid Drop-off Box (in-person)
Sherwood Business Centre
161 St. Peters Road
2nd Floor, Suite 204
Charlottetown
Prince Edward Island
C1A 5P7

- Epost Connect address:
TPSGC.RARceptionSoumisNBPE-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.

- Fax number: (902) 566-7514

2.2.1 Improvement of Requirement during Solicitation Period SACC Clause A9076T (2007-05-25)

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.

2.2.2 Optional Site Visit

Not applicable.

2.2.3 Insurance Requirements SACC Clause G1007T (2016-01-28)

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 Annex "A".

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.

2.2.4 Workers Compensation Certification – Letter of Good Standing SACC Clause A0285T (2012-07-16)

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

The Bidder must provide, within 7 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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 Prince Edward Island.

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: Financial Bid - Annex "B" Basis of Payment

Section II: Certifications - Bidders must submit the certifications and additional information required under Part 5

Section III – 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: Financial Bid 1 hard copy

Section II: Certifications 1 hard copy

Section III: Additional Information 1 hard 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.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

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PEI006
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Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation

Section II: Certifications

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

Section III: Additional Information

Bidders must submit all additional information as detailed in Annex “A” - EVALUATION CRITERIA AND BASIS OF SELECTION

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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.

4.1.1 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014/06/26), Evaluation of Price-Bid

4.2 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification – Annex F – attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.1.2 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to 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) (<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](https://www.canada.ca/en/employment-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

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

- .1 The Contractor must provide the following certification to the Engineer prior to award of contract:
 - .1 Copy of an agreement with Delta Controls, the Orcaview V3 supplier, as per attached SPECIFICATION document Section 00 21 13 – 1.05 Qualifications
 - .2 Copies of Proof of Training certificates, as per attached SPECIFICATION document Section 00 21 13 – 1.05 Qualifications

5.2.4 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	2010/08/16

5.2.5 Education and Experience

SACC Reference	Section	Date
A3010T	Education and Experience	2010/08/16

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 Requirement

The Contractor must provide the items detailed in Annex "E", Statement of Work

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) (<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.

6.3.2 Supplemental General Conditions

4013 Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from **April 1st, 2022 to March 31st 2023** with Options to renew for two, one-year periods.

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 year periods** 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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

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PEI006
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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Timothée Beausoleil
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions NB/PEI
Address: 161 St. Peters Road, 2nd Floor Suite 204, Charlottetown, PE, C1A 5P7

Telephone: (902) 388-8377
Facsimile: (902) 566-7514
E-mail address: Timothee.beausoleil2@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

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

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 is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2014-09-25), General Conditions - Services (Medium Complexity).

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

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.

Each invoice should be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

2. Invoices should be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 Prince Edward Island.

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;
- (c) [2010C](#) (2020/05/28), General Conditions - Services (Medium Complexity);
- (d) Annex "E", Statement of Work (Specifications);
- (e) Annex "B", Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25) Workers Compensation
SACC Manual Clause A9062C (2011-05-16) Canadian Forces Site Regulations
SACC Manual Clause B1501C (2018-06-21) Electrical Equipment
SACC Manual Clause B6800C (2007-11-30) List of Non-consumable Equipment and Material
SACC Manual Clause C0710C (2007-11-30) Time and Contract Price Verification
SACC Manual Clause C0711C (2008-05-12) Time Verification

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

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

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

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

6.15 Commercial General Liability Insurance

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

*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.

(Derived from - Provenant de: G2001C, 2018-06-21)

ANNEX "A"

EVALUATION CRITERIA AND BASIS OF SELECTION

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

1. Mandatory Criteria

- 1.1 Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
- 1.2 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.
- 1.3 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.
- 1.4 The Contractor must provide a copy of employee(s) certification to the Engineer prior to award of contract:
 - .1 Copy of an agreement with Delta Controls, the Orcaview V3 supplier, as per attached SPECIFICATION document Section 00 21 13 – 1.05 Qualifications
 - .2 Copies of Proof of Training certificates, as per attached SPECIFICATION document Section 00 21 13 – 1.05 Qualifications

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
W6898-220585/A
Client Ref. No. - N° de réf. du client
L-C135-9900/51

Amd. No. - N° de la modif.
File No. - N° du dossier
PEI-1-44163

Buyer ID - Id de l'acheteur
PEI006
CCC No./N° CCC - FMS No./N° VME

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.

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 APRIL 1, 2019 TO MARCH 31, 2020.

The estimated quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

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CCC No./N° CCC - FMS No./N° VME

Basis of Payment

Item	Class of Service	Unit of Measure	Estimated Quantity	First Year April 1, 2022 to March 31, 2023		1 st Option Year April 1, 2023 to March 31, 2024		2 nd Option Year April 1, 2024 to March 31, 2025	
				Price per unit	Total	Price Per Unit	Total	Price Per Unit	Total
1	Rate per Minor Maintenance Inspection (Annex A of Specification) Queen Charlotte Armoury	Inspection	2						
2	Rate per Major Maintenance Inspection (Annex B of Specification) Queen Charlotte Armoury	Inspection	1						
3	Rate per Minor Maintenance Inspection (Annex A of Specification) Summerside Armoury	Inspection	2						
4	Rate per Major Maintenance Inspection (Annex A of Specification) Summerside Armoury	Inspection	1						
5	Rate per hour for a service technician at Queen Charlotte Armoury	Hours	100						
6	Rate per hour for a service technician at Summerside Armoury	Hours	100						

SEE NEXT PAGE

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Item	Class of Service	Unit of Measure	Estimated Quantity	First Year April 1, 2022 to March 31, 2023		1 st Option Year April 1, 2023 to March 31, 2024		2 nd Option Year April 1, 2024 to March 31, 2025	
				Price per unit	Total	Price Per Unit	Total	Price Per Unit	Total
7	All products and material will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up. The Contractor is to submit a percent of mark-up for tendering purposes: _____% Allowance + Mark-Up = Total	Allowances	\$20,000.00	Mark-up in \$ _____	\$ _____	Mark-up in \$ _____	\$ _____	Mark-up in \$ _____	\$ _____
TOTAL FOR FIRST YEAR AND OPTION YEARS				\$ _____		\$ _____		\$ _____	
GRAND TOTAL FOR FIRST YEAR AND OPTION YEARS								\$ _____	

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ANNEX "C" 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)

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ANNEX "E"

STATEMENT OF WORK - Attachment

(See attached SPECIFICATION document)

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ANNEX "F"

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- a) - fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- b) - for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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

SPECIFICATION

SERVICE CONTRACT
INSPECTION AND MAINTENANCE OF DELTA DIRECT
DIGITAL CONTROL SYSTEMS AT
QUEEN CHARLOTTE, CHARLOTTETOWN, PE
SUMMERSIDE ARMOURY, SUMMERSIDE, PE
FROM 01 APRIL 2022 TO 31 MARCH 2023
WITH OPTIONS TO RENEW FOR TWO, ONE-YEAR PERIODS


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-C135-9900/51

Date: 2021-06-01

<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 Remote Inspections	1
Annex B	Major On-Site Inspections	3
Annex C	QC Points List	1
Annex D	Summerside Points List	2

END OF SECTION

1 GENERAL

1.01 DESCRIPTION OF WORK

- .1 The work under this Service Contract comprises the furnishing of all labour, materials, tools, equipment, software and firmware updates required to complete repairs, remote phone line inspections and annual on-site inspection of the Delta Version 3 Orcaview building automation systems at the Queen Charlotte Armoury and Summerside Armoury as specified herein.
- .2 Queen Charlotte Armoury is located at 3 Haviland Street, Charlottetown, Prince Edward Island.
- .3 Summerside Armoury is located at Building 64, 10 Parkway Drive, Slemon Park, Summerside, Prince Edward Island.
- .4 All deliverables associated with this contract must comply with all Government of Canada legislation, policies, and directives. These include, but are not limited to, the Official Language Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.

1.02 DURATION OF CONTRACT

- .1 This Service Contract will extend from 01 April 2022 to 31 March 2023, with two one-year options to renew.

1.03 REFERENCES

- .1 Canada Labour Code, Part 11 - Occupational Health and Safety.
- .2 Canadian Electrical Code, (Latest Edition).
- .3 American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
 - .1 Standard 62.1 - Ventilation for Acceptable Indoor Air Quality.
 - .2 Standard 135 - BACnet Data Communication Protocol for Building Automation and Control Networks.

1.04 BUILDING SYSTEMS

- .1 Building Automation Systems included are:
 - .1 Delta Controls Orcaview Version 3 Energy Management System panels, firmware and software.
 - .2 All associated control devices, sensors and network wiring.
 - .3 On-site user-interface workstation.

1.05 QUALIFICATIONS

- .1 The Contractor must be qualified and knowledgeable in the inspection and repair of Delta Orcaview V3 Energy Management Systems and all equipment listed in 1.4.1.

- .2 The Contractor must provide a copy of an agreement with Delta Controls, the Orcaview V3 supplier, to the Engineer before the award of this Service Contract. This must show that the Contractor is qualified to perform the work on this system and that the Contractor can provide the system software, firmware as well as all updates as required.
- .3 The work shall be performed by qualified controls technicians directly employed by the Contractor and trained by the system's manufacturer. The Contractor must provide copies of certificates as proof of training in Delta's Orcaview Version 3 for all technicians assigned to work on these systems. Copies of certificates are to be provided to the Engineer prior to the award of this Service Contract.

1.06 ENGINEER

- .1 The Engineer, as defined and stated in this specification, will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
 - Contracts Office
 - Real Property Operations Det Gagetown
 - Building B-18
 - 238 Champlain Avenue
 - PO Box 17000 Station Forces
 - Oromocto, N.B. 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
 - .3 Electronic copies of all panel databases, current sequence of operations, floor plans showing all devices locations and up-to-date points list.

1.08 CONTRACTOR'S USE OF SITE

- .1 Access to the work site is to 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 site with materials or equipment.

1.09 ACCEPTABILITY OF MATERIAL

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without the prior written approval of the Engineer.

- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

1.10 GUARANTEE

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

1.11 CODES AND STANDARDS

- .1 Observe and enforce construction safety measures required by Canada Labour Code Part 11 and the Workers' Compensation Board of Prince Edward Island. Contractor must be registered and in good standing with the Workers' Compensation Board of Prince Edward Island.
- .2 All line-voltage electrical work is to conform to the Canadian Electrical Code, (Latest Edition). Line voltage work is to be performed by a journeyman electrician certified by the Prince Edward Island department of Innovation and Advanced Learning or appropriate governmental department of the Contractor's province.
- .3 All low-voltage control wiring and control device installations are to conform to the highest quality industry standards and as directed by the Engineer.
- .4 All programming and sequences are to be such that they provide indoor air quality as per the recommendations detailed in the ASHRAE Standard 62.1.
- .5 All network communication protocol will conform to ASHRAE Standard 135.
- .6 Direct Digital Controls installation technicians will use wiring installation standards to ensure all wire used meets appropriate codes. In mechanical rooms all wire will be in raceways or conduit. Above ceiling plenum installations will use plenum rated wire and tie wraps to secure the wire in a high location. Additionally, above ceiling plenum wiring will never be tied off to other trades' piping or hangers.

1.12 OVERLOADING

- .1 Contractor is responsible to ensure that no part of the work performed or equipment installed subjects adjacent structures to unsafe loads or

permanent deformation.

1.13 TEMPORARY STRUCTURES

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

1.14 SITE CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus materials, 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.

1.15 INSPECTIONS

- .1 Provide operational inspections as follows:
 - .1 Provide two (2) Minor Remote Inspections, one during the month of January and one during the month of May as per Annex A at Queen Charlotte Armoury.
 - .2 Provide one (1) Major On-Site Inspection during the month of September as per Annex B at Queen Charlotte Armoury.
 - .3 Provide two (2) Minor Remote Inspections, one during the month of January and one during the month of May as per Annex A at Summerside Armoury.
 - .4 Provide one (1) Major On-Site Inspection during the month of September as per Annex B at Summerside Armoury.
 - .5 All inspections to include a complete point verification checklist and all contractor's recommendations for repairs on the Delta Orcaview Building Automation System. Major inspections include all upgrades as recommended by the manufacturer, Delta Controls. Major inspections to include all mechanical adjustments to control devices, calibrations, cleaning and a review of the sequence and programming of all control panels.
 - .6 The Contractor will provide their own computer, necessary software and equipment for all inspections.
 - .7 All telephone charges required to do Minor Remote Inspections will be included in the Contractor's submitted bid price. No additional charges for remote connection to the system will be accepted.
- .2 Up-to-date points lists will be generated by the contractor at the time of each inspection. For bidding purposes, bidders will use the points lists in Annexes C and D to submit prices. Changes to points lists, either adjustments or additions will not constitute changes to inspection prices unless deemed significant and approved by the Engineer.
- .3 There are approximately fifteen (15) thermostat/radiator valve stand-alone control loops at the Summerside Armoury that require inspection and approximately forty (40) at the Queen Charlotte Armoury. These control devices do not appear on the points list as they are not directly controlled by the DDC system. These are included in the Service Contract's Major On-site

inspections and must appear on the points verification check list itemized by room number where the thermostat is located.

1.16 QUANTITIES AND BASIS FOR PAYMENT

- .1 The Contractor will submit costs per inspection, hourly rates and a material mark-up for the following in accordance with the specification. Such prices will include labour, supervision, expenses, tools, equipment, and transportation (travel time to and from the Contractors base of operations will be included in the rates provided).
 - .1 Rate per Minor Maintenance Inspection as per Annex A at Queen Charlotte Armoury;
 - .2 Rate per Major Maintenance Inspection as per Annex B at Queen Charlotte Armoury;
 - .3 Rate per Minor Maintenance Inspection as per Annex A at Summerside Armoury;
 - .4 Rate per Major Maintenance Inspection as per Annex B at Summerside Armoury;
 - .5 Rate per hour for a service technician at Queen Charlotte Armoury; and
 - .6 Rate per hour for a service technician at Summerside Armoury;
- .2 All products and materials will be invoiced at the Contractor's wholesale cost plus a percentage for mark-up. Contractor shall submit all invoices for material as supporting documentation when submitting invoices for payment. For tendering purposes, the Contractor will submit their percent of mark-up on products and material.
- .3 The above estimated quantities may increase or decrease and are to be used for tendering purposes only. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .4 Time charged and the contract price of materials (if any) used may be verified by Government Audit before or after payment.
- .5 The Contractor will provide service daily during normal working hours, Monday to Friday 0730 to 1600 hrs as well as in the evenings and during Saturdays, Sundays and holidays.
- .6 Upon receipt of a Service Contract, the Contractor will advise the Engineer in writing of the telephone number and location at which they or their personnel may be contacted at any time. Also at this time, the Engineer will inform the Contractor of the Engineer's Representatives authorized to request service. When repairs are required, over and above the regularly scheduled inspections, the Engineer's Representative will notify the Contractor and detail the work to be completed in writing. Work undertaken at the request of others will be entirely at the Contractors risk with regard to payment and will not be authorized by the Engineer after completion.
- .7 The Contractor will not refuse any call for service requested by the Engineer and must respond within 24 hours on normal service calls and 4 hours on emergency service calls.
- .8 The Contractor will submit his invoice for payment to the Engineer within 15 days of completion of the work.

1.17 SECURITY CLEARANCES

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, operators and labourers. This roster must be made available to the Engineer upon request.
- .2 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

END OF SECTION

1 GENERAL

1.01 REFERENCES

- .1 Canada Labour Code, Part 11.
- .2 Canada Occupational Safety and Health Regulations.
- .3 The National Fire Code of Canada (Latest Edition).
- .4 The Workplace Hazardous Materials Information System, WHMIS.
- .5 Province of Prince Edward Island. Occupational Health and Safety Act (Latest Edition).

1.02 REGULATORY REQUIREMENTS

- .1 Do work in accordance with the safety measures of the National Fire Code of Canada (latest edition), Provincial Government, Workers' Compensation Board of PEI and municipal authority, provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- .2 Comply with regulations contained in the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Skills Development Canada and Health Canada.

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 11, 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 11, 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, advise Engineer verbally and in writing. Follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction.

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 Activate nearest fire alarm box; or
 - .2 Telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

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

1.03 FIRE EXTINGUISHERS

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

1.04 BLOCKAGE OF ROADWAYS

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

1.05 SMOKING PRECAUTIONS

- .1 Observe smoking regulations at all times.

1.06 RUBBISH AND WASTE MATERIALS

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
- .5 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.

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. fuels, oils, lubricants, etc).

END OF SECTION

MINOR OPERATIONAL REMOTE INSPECTION OF BUILDING AUTOMATION SYSTEM

.1 Dates:

- .1 Minor Remote Inspections are to be completed twice a year. The first remote inspection is to be done in the month of May in conjunction with the shutdown of heating systems or change over to summer months programming. The second is to be done during the month of January.

.2 Network Remote Inspections:

- .1 Connect via phone line modem to Delta System Controller on site at Armouries.
- .2 Check the connectivity of all subpanels on network and confirm proper connection speed.

.3 Delta Orcaview V3 End Devices Remote Inspection:

- .1 Review the system for alarms. Reset alarms and determine cause. Include recommendations in inspection report with respect to any and all alarm/event conditions.
- .2 Review the system for inputs/outputs in manual override state. Ensure inputs/outputs in manual override are included in report and Contract Manager is aware.
- .3 Save all panels' databases. Provide to Contracts Manager upon request.
- .4 Toggle all outputs on/off or modulate through range and verify proper system response. Prepare a points list that includes point number, name, type and verified movement.
- .5 Verify all inputs have reasonable values and are responding to associated output modulation. Include observed values in points verification checklist.

.4 Upgrades:

- .1 All software upgrades on Workstation and firmware upgrades to panels are to be completed during the major inspection. No upgrades are to be done remotely.

.5 Schedules:

- .1 Ensure panel time and date are accurate. Ensure all annual schedules are set for proper heating season end date. Confirm this date with Contracts Manager.

.6 Inspection Report:

- .1 Provide verification checklist and all recommendations regarding control system and mechanical system devices that appear faulty and include in report submitted with inspection invoice to Contracts Manager.

MAJOR ON-SITE OPERATIONAL INSPECTION OF BUILDING AUTOMATION SYSTEM

.1 Dates:

- .1 The Major On-Site Inspection is to be completed once per year. This inspection is to be completed in October in conjunction with the start of heating season.

.2 LCD Interface Panel:

- .1 Check the display for clarity, focus and colour.
- .2 Clean the exterior surfaces.
- .3 Save and copy all control panels' databases, including custom graphics to hard drive and provide to Contracts Manager upon request

.3 Fan systems, exhaust fans, destratification fans and HVAC unit controls:

- .1 Review the sequence of operation.
- .2 Check the operation of all dampers.
- .3 Check the pilot positioners.
- .4 Check all control valves.
- .5 Calibrate all controllers as required.
- .6 Calibrate all transmitters and set receiver gauges as required.
- .7 Check all solenoid air valves, PE switches and air valves for proper operation.
- .8 Check auxiliary control devices.

.4 Room terminal unit controls:

- .1 Check all room temperature sensors and calibrate as required;
- .2 Check all control valves and report condition;
- .3 Check the operation of all dampers;
- .4 Check all PE switches, solenoid air valves and limit controls; and
- .5 Check the operation of all auxiliary devices.
- .6 Check all thermostat operation and associated radiator valves. Report evidence of leaks and any thermostat problems in inspection report

.5 Boiler Controls:

- .1 Check all valves for full range of modulation and enable for on/off operation. Check all pumps for on/off operation. Note: Control devices integral to boiler are **not** included in this inspection.
- .2 Check remote dial-out alarm system for operation. Recommend battery replacement if necessary.

.6 System Controllers:

- .1 Check the LED indications to verify proper DC power levels, transmit and receive activity and check for possible error code indications.
- .2 Inspect the wiring for signs of corrosion and fraying.
- .3 Replace the battery.
- .4 Cycle the panel power to initiate self-test diagnostic and monitor lead sequencing for proper self-test displays or error code indications.
- .5 Remove any dust from heat sink surfaces.
- .6 Clean the unit's exterior surfaces.
- .7 Verify the proper operation of the critical control processes and points associated with this unit and make adjustments if necessary.
- .8 Upgrade the firmware, if available.

.7 Application specific controllers:

- .1 Verify that the panel is in control at the desired values.
- .2 Change one set point value to verify smooth transmission and stable control at the new set point.
- .3 Return the set point to its original value.
- .4 Repeat this test for each additional control loop.
- .5 Verify that the controlled valves and the dampers will stroke fully in both directions, sealing tightly where appropriate.
- .6 Verify the proper operation of the critical control processes and points associated with this unit. Make adjustments as required.
- .7 Upgrade the firmware, if available.

.8 Network Analyses:

- .1 Ensure proper network performance.
- .2 Ensure proper addressing of panels.
- .3 Confirm proper data transfer speed.
- .4 Confirm proper modem operation. Include modem phone line number in report.

.9 Points List Check List

- .1 Provide a point's list check list as in the minor remote inspections and provide all recommendations in an inspection report to Contracts Manager with invoice.
- .2 Include all stand alone control points such as thermostats and valves in points, list and check off as inspected.

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.10 Inspection Report:

- .1 Prepare a written inspection report that includes the points verification check list and all recommendations for repairs and additions to Direct Digital Control System. Outline all potential energy saving adjustments to system. List all model numbers and approximate cost of system components that require replacement and provide estimates of hours of the labour to replace. Ensure the report is dated and signed by technician(s) performing inspection. Submit inspection report with invoice to Contracts Manager promptly after inspection.

