



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/1ière 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. - PEI Mechanical System Maintenance - HMCS Naval Reserve, PEI	
Solicitation No. - N° de l'invitation W6898-220592/A	Date 2022-02-10
Client Reference No. - N° de référence du client W6898-220592	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-047-6160
File No. - N° de dossier MCT-1-44164 (047)	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 2022-03-03 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: Cyr (MCT), Maryse	Buyer Id - Id de l'acheteur mct047
Telephone No. - N° de téléphone (506) 377-4894 ()	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 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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

Work under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to complete the major inspection and repairs as required to the building mechanical system at the HMCS Queen Charlotte Naval Reserve and as specification JOB NO L-C135/12-0301/23.

The HMCS Queen Charlotte Naval Reserve is located at 210 Water Street Parkway, Charlottetown, Prince Edward Island.

This Service Contract will extend from April 01, 2022 to March 31, 2023

First option year – April 1, 2023 to March 31, 2024

Second option year – April 1, 2024 to March 31, 2025

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>) 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.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

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 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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

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.

(Derived from - Provenant de: A3025T, 2020/05/04)

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
Section II: Certifications

- 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 (1hard copy)
Section II: Certifications (1 hard copy)

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.

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.¶

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

Canada requests that bidders follow the format instructions described below in the preparation of 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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a) 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
 - b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: 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 "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.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Evaluation Procedures and Basis of Selection Bids will be evaluated in accordance with the Evaluation Criteria and Basis of Selection specified in Annex "C" and Basis of Payment specified in Annex "B". Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria

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 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/programs/employment-equity/federal-contractor-program.html#) 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.

5.2.3.1 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	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 Work

Statement of Work - Contract

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

(Derived from - Provenant de: B4007C, 2014/06/26)

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](#) (2021/12/02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4013](#) (2021/11/29), 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 Work is to be performed during the period of April 01, 2022 to March 31, 2023.

(Derived from - Provenant de: A9022C, 2007/05/25)

6.4.2 Option to Extend the Contract

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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 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)

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Maryse Cyr
Title: A/Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (506)377-4894
Facsimile: (506) 851-6759
E-mail address: Maryse.cyr@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

Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

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

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Telephone: _____
Facsimile: _____
E-mail: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

(Derived from - Provenant de: A1030C, 2007/05/25)

6.5.3 Contractor's Representative (Bidder 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.

(Derived from - Provenant de: A3025C, 2020/05/04)

6.7 Payment

6.7.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in in Annex "B" for a cost of \$ _____. Customs duties are and Applicable Taxes are extra.

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

(Derived from - Provenant de: C0207C, 2013/04/25)

6.7.2 SACC Manual Clauses

SACC Manual clause [H1008C](#) (2008/05/12), Monthly Payment

6.7.3 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)

(Derived from - Provenant de: H3027C, 2016/01/28)

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 must 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
- (d) a copy of the monthly progress report.

2. Invoices must 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.

(Derived from - Provenant de: H5001C, 2008/12/12)

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;
- (b) 2010C (2021/12/02), General Conditions - Services (Medium Complexity);
- (c) Annex A, Specifications;
- (d) Annex B, Basis of Payment
- (e) (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
B6800C	List of Non-consumable Equipment and Material	2007/11/30
C0710C	Time and Contract Price Verification	2007/11/30
A0285C	Workers Compensation	2007/05/25

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

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

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

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

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)

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W6898-220592/A
Client Ref. No. - N° de réf. du client
W6898-220592

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-1-44164

Buyer ID - Id de l'acheteur
MCT047
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" SPECIFICATIONS

JOB NO L-C135/12-0301/23

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ANNEX "B" BASIS OF PAYMENT

NOTE: 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. **Zero dollars or "included" will not be considered a price. Bidders must provide individual prices for each item and or designation.** 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. **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 01 APRIL 2022 TO 31 MARCH 2023.**

First Year
 April 1, 2023
 to March 31, 2024

2nd Option Year
 April 1, 2024 to March 31,
 2025

Item	Class of Service	Unit of Measure	Estimated Quantity	Price Per Unit	Total	Price Per Unit	Total	Price Per Unit	Total
1.	Cost for major maintenance inspection at HMCS Queen Charlotte as detailed in Annex A of the Specification	Inspection	1						
2.	Rate per hour for a Service Technician at HMCS Queen Charlotte	Hour	100						
3.	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 percent of mark-up for tendering purposes: _____% Allowance + Mark-Up = Total	Allowance	\$50,000	Mark-up in \$ _____	Allowance + Mark-up =	Mark-up in \$ _____	Allowance + Mark-up =	Mark-up in \$ _____	Allowance + Mark-up =

Total For First Year and Option Years \$ _____ \$ _____

GRAND TOTAL FOR FIRST YEAR PLUS OPTION YEARS \$ _____

ANNEX "C" 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. Submission of firm prices/rates for one (1) years 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. The Contractor must be qualified and knowledgeable in the inspection and repair of the Delta Energy Management Systems and all equipment listed in Specification Section 00 21 13, Subsection 1.4.1. Proof of training must be provided within seven (7) days of request from Contracting Authority and prior to award of the Service Contract.
 6. Within seven (7) days of request from Contracting Authority and prior to award of the Service Contract, the Contractor must provide a copy of a "Letter of Agreement" with Delta Controls Ltd, Delta Energy Management Systems. This "Letter of Agreement" guarantees that the Contractor is qualified to perform the work on this system and that the Contractor can provide the system software updates as required.
 7. All work shall be performed by qualified controls technicians directly employed by the Contractor and trained by the system's manufacturer. All technicians who will work on this Service Contract must have training in the following applications:
 - .1 Delta Application Specific Controllers/Configuration Tools;
 - .2 Delta Network Commissioning and Service;
 - .3 Delta Foundations;
 - .4 Delta Control Systems and Associated Control Compressors; and
 - .5 Nortec Humidifiers.
- Proof of training must be provided within seven (7) days of request from Contracting Authority and prior to award of the Service Contract.
8. Within seven (7) days and prior to award of Service Contract, the bidder shall be required to provide COVID-19 Vaccination Requirement Certification (Annex G)

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 recommended for award of a contract.

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ANNEX "D" 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)

ANNEX “F” COVID-19 VACCINE DEFINITIONS

Fully Vaccinated - COVID-19 (supplier personnel delivering services in Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received both doses of a Health Canada authorized vaccine that requires 2 doses to complete the vaccination series (as of September 16, 2021): Pfizer-BioNTech Comirnaty COVID-19 vaccine, Moderna Spikevax COVID-19 vaccine, or AstraZeneca Vaxzevria COVID-19 vaccine.
- Received mixed dose vaccination series are accepted as long as it aligns with NACI Recommendations on the use of COVID-19 vaccines.
- Received 1 dose of a Health Canada authorized vaccine that only requires 1 dose to complete the vaccination series (as of September 16, 2021): Janssen (Johnson & Johnson) COVID-19 vaccine.
- For current residents of Quebec only, have had a laboratory-confirmed COVID-19 infection followed by at least 1 dose of a Health Canada authorized COVID-19 vaccine.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Fully Vaccinated - COVID-19 (supplier personnel delivering services outside of Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received 1 additional dose of an mRNA vaccine at least 28 days after a complete or incomplete course/series of a non-Health Canada authorized vaccine.
- Met the definition for fully vaccinated in the jurisdiction in which they currently reside.
- Received 3 doses of any COVID-19 vaccine regardless if they are Health Canada authorized vaccines or non-Health Canada authorized vaccines.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Partially vaccinated

For the purpose of this Policy “partially vaccinated” refers to supplier personnel who have received 1 dose of a Health Canada authorized vaccine, but who have not received a full vaccination series, and do not meet the definition of fully vaccinated.

Personnel

Means all persons employed by the supplier or conducting work for or on behalf of the supplier, including but not limited to, subcontractors, subcontractors’ employees, consultants and agents.

Supplier

For the purpose of this Policy Notification, the term ‘supplier’ includes bidders, contractors, offerors, and suppliers (in the context of Supply Arrangements).

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Vaccination

Vaccination is the term used for receiving a vaccine, usually through an injection.

Vaccine

A vaccine is a substance used to stimulate the immune system and provide immunity against one or several diseases, prepared from the causative agent of a disease, its products, or a synthetic substitute, treated to act as an antigen without inducing the disease.

Workplace

Means a place of work owned or operated by the Government of Canada where employees of the Government of Canada are engaged in work for the Government of Canada.

ANNEX "G" COVID-19 Vaccination Requirement Certification Form

Certification

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

- (a) fully vaccinated against COVID-19 ; 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 Government of Canada's 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 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 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 (GAGTOWN)
5 CDSB GAGTOWN

SPECIFICATION

SERVICE CONTRACT
BUILDING MECHANICAL SYSTEMS
HMCS QUEEN CHARLOTTE NAVAL RESERVE
CHARLOTTETOWN, PE
01 APRIL 2022 TO 31 MARCH 2023
WITH AN OPTION TO RENEW TWO-ONE YEAR PERIODS


Designed by


Fire Inspector


Project O


Engineering O

PF No:

Job No: L-C135/12-0301/23

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	1
<u>Annexes</u>		
Annex A	Major Operational Inspection HMCS Queen Charlotte	4

END OF SECTION

PART 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 the major inspection and repairs as required to the building mechanical system at the HMCS Queen Charlotte Naval Reserve and as specified herein.
- .2 The HMCS Queen Charlotte Naval Reserve is located at 210 Water Street Parkway, Charlottetown, Prince Edward Island.
- .3 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 Languages 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 II.
- .2 National Fire Code of Canada (Latest Edition).
- .3 National Plumbing Code of Canada (Latest Edition).
- .4 Canadian Electrical Code (Latest Edition).
- .5 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 systems included are:
 - .1 Delta Energy Management Systems.
 - .2 Delta Control Systems and associated control air compressors.
 - .3 Supply Air Fans S-1 through S-6.
 - .4 Return Air Fans R-1 through R-5.
 - .5 Exhaust System Fans E-1 through E-14.
 - .6 Nortec Humidifiers

1.05 QUALIFICATIONS

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

- .2 The Contractor must provide a copy of a "Letter of Agreement" with Delta Controls Ltd., the Delta Energy Management System Supplier, to PWGSC before the award of this Service Contract. This "Letter of Agreement" guarantees that the Contractor is qualified to perform the work on this system and that the Contractor can provide the system software 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. All technicians who will work on this Service Contract must have training in the following applications:
 - .1 Delta Application Specific Controllers/Configuration Tools;
 - .2 Delta Network Commissioning and Service;
 - .3 Delta Foundations;
 - .4 Delta Control Systems and Associated Control Compressors; and
 - .5 Nortec Humidifiers.

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
 - Building B18
 - 238 Champlain Avenue
 - PO Box 17000 Station 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 Addenda;
 - .3 Copy of all Databases; and
 - .4 Complete and Up-To-Date Points List.

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) CSA C22.1-12.

- .3 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 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.

1.11 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 to and enforce safety measures in accordance with the Canadian Labour Code Part II, the Prince Edward Island Occupational Health and Safety Act, the National Fire Code of Canada (Latest Edition), the Canadian Electrical Code (Latest Edition), the National Plumbing Code of Canada (Latest Edition) and the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
- .2 Contractor must be registered with the Workers Compensation Board of Prince Edward Island.
- .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 TOOLS AND EQUIPMENT

- .1 The Contractor is required to supply all basic personal tools and construction equipment.
- .2 Authorization will be obtained from the Engineer prior to renting any tools or equipment.

1.16 CUTTING, FITTING AND PATCHING

- .1 Execute cutting, fitting and patching required to make work fit properly.
- .2 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

1.17 WORKMANSHIP

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

1.18 COORDINATION OF WORK

- .1 Work will be coordinated in such a manner as to disrupt the building occupants as little as possible.

1.19 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 which meets the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

1.20 MAINTENANCE INSPECTION

- .1 Provide one (1) Major Maintenance Inspection on the Mechanical System during the month of September.

- .2 Inspection to include an analysis and a report provided to the Engineer on the Delta Controls System as recommended by the manufacturer including all mechanical adjustments, calibrations, cleaning and a review of the System Event Log as indicated in Annex A.
- .3 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.

1.21 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Service Contract shall be paid on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them in respect of the work.
- .2 The Contractor will submit unit prices, an hourly rate and material mark up for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation (travel time to and from the contractors base of operation will be included in the rates provided).
 - .1 Cost for Major Maintenance Inspection at HMCS Queen Charlotte as detailed in Annex A.
 - .2 Rate per hour for a Service Technician at HMCS Queen Charlotte.
- .3 All materials will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material.
- .4 Time charged and contract prices may be verified by Government Audit before or after payment is made under the terms of this Service Contract.
- .5 The Contractor will provide service during regular 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.
- .6 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .7 The Contractor, upon receipt of a Service Contract, will be advised by the Engineer in writing 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.
- .8 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.
- .9 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.
- .10 The Contractor will report to the Building Custodian prior to starting work and upon completion of work on a daily basis to sign in and out.
- .11 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 PO # 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.

- .12 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, PO # 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 daily work 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.
- .13 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

1.22 SECURITY CLEARANCE

- .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 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 Prince Edward Island 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 Prince Edward Island Occupational Health and Safety Act and Workers Compensation Board of Prince Edward Island 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 5 CDSB Gagetown 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 Prince Edward Island. 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

MAJOR OPERATIONAL INSPECTION

- .1 Report in with appropriate personnel.
- .2 Review operation for problems and trends.
- .3 **Metasys Companion Interface:**
 - .1 Review system for critical, follow-up and off line status indications.
 - .2 Review system for override, disabled and lock-out status indications.
 - .3 **Operators work station:**
 - .1 Check monitor for clarity, focus and color.
 - .2 Cycle power, listen for unusual motor/bearing noise.
 - .3 Verify proper system restart, check system date, time and hardware status.
 - .4 Clean exterior surfaces.
 - .5 Save/copy work station database, including custom graphics and resident Network Control Units (NCU) archive databases.
- .4 **Network Control Units (NCU):**
 - .1 Check LED indications to verify proper DC power levels, appropriate transmit and receive activity and to check for possible error code indications.
 - .2 Inspect wiring for signs of corrosion, fraying and rapid discoloration.
 - .3 Check voltage level of NCU battery sub-module.
 - .4 Cycle NCU power to initiate self-test diagnostic. Monitor lead sequencing for proper self-test displays or error code indications.
 - .5 Remove excessive dust from heat sink surfaces.
 - .6 Clean network terminal unit (NTU) faceplate and input pad, if present.
 - .7 Clean transparent window in door, if appropriate.
 - .8 Clean enclosure exterior surfaces.
 - .9 Verify the proper operation of critical control processes and points associated with this unit and make adjustments if necessary.
- .5 **AHU, UNT and VAV application specific controllers:**
 - .1 **Application specific controllers (ASC):**
 - .1 Verify that ASC is in control at the desired values.
 - .2 Change one set-point value; verify smooth transmission and stable control at the new set-point.

- .3 Return set-point to original value.
- .4 Repeat for each additional control loop.
- .5 Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- .6 Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

.6 Network analysis service:

- .1 **Operator work station and network control unit trend reports:**
 - .1 List diagnostic statistics.
 - .2 Analyze the number of reconfigurations for impact on network performance.
 - .3 Analyze the error rate.
 - .4 Analyze the transmission rate.
 - .5 Determine the network performance ratio.

.7 Air handling units (AHU):

- .1 **Fans and motors:**
 - .1 Verify operation of system motors, gauges, fans.
 - .2 Inspect tension on drive and fan belts - change as needed.
 - .3 Lubricate fan shaft bearings, motor bearings and dampers.
 - .4 Clean intake screen on motor.
 - .5 Inspect fan wheel for free rotation, cracks and alignment.
 - .6 Inspect for vibration or unusual noises.
 - .7 Inspect coils for leaks - clean or dirty.
 - .8 Check all major valves for operation or leaks.
 - .9 Clean intake screens on motors.
 - .10 Change air filters.
- .2 **Starters:**
 - .1 Inspect wiring.
 - .2 Inspect switch gear, starters and contactor points.
 - .3 Inspect starters for signs of wear, arcing, overheating, burns.
 - .4 Inspect electrical connections for tightness and absence of moisture.
 - .5 Measure and record operating voltage.
 - .6 Measure and record operating amperage.

- .3 Inspect coils for leaks - clean or dirty.
- .4 Inspect condition of dampers.
- .5 Test security of guards, doors, and panels.
- .6 Inspect humidifier parts.
- .7 Inspect casing for corrosion and damage.
- .8 Inspect flexible connections and ductwork for damage or leaks.
- .9 Dependent on type, clean or replace filters.
- .10 Report condition and repair requirements.

.8 Humidifiers:

- .1 Check all valves for operation/leaks.
- .2 Check float assembly and adjust if necessary.
- .3 Check drains and drain pan.
- .4 Check heating element.
- .5 Inspect electrical connections, relays, contactors, and operating and safety controls.
- .6 Check spray nozzles.
- .7 Report conditions and repair requirements.

.9 Automatic temperature control system:

.1 Air compressor:

- .1 Drain tank and check traps.
- .2 Change oil and check oil pressure.
- .3 Check belt, sheaves and filter - change as required.
- .4 Change suction filter.
- .5 Inspect unloader and check valve.
- .6 Inspect high pressure safety val
- .7 Check PE switch, starter, and alternator.
- .8 Record compressor run time

.2 Refrigerated air dryer:

- .1 Check refrigerant pressure and record.
- .2 Record refrigerant temperature.
- .3 Brush condenser and cover grills as required.
- .4 Operate drain trap and bypass valves.

- .3 **Filter and pressure reducing station:**
 - .1 Inspect coalescent filters and change, as required.
 - .2 Inspect charcoal filter and change, as required.
 - .3 Record pressure reducing valve settings and adjust as required.
 - .4 Record oil carryover rate where applicable.
- .4 **Boiler, convertor, pumps and zone controls:**
 - .1 Check and calibrate all controllers, as required.
 - .2 Calibrate all transmitters and set receiver gauges as required.
 - .3 Check all PE switches.
 - .4 Check all control valves.
 - .5 Check all pilot positioners.
 - .6 Check operation of all auxiliary devices.
- .5 **Fan system and HVAC unit controls:**
 - .1 Review sequence of operation.
 - .2 Check operation of all dampers.
 - .3 Check all pilot positioners.
 - .4 Check all control valves.
 - .5 Check and 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 operation of all auxiliary devices.
- .6 **Room terminal unit controls:**
 - .1 Check all room thermostats and calibrate as required.
 - .2 Check all control valves and report condition.
 - .3 Check operation of all dampers.
 - .4 Check all PE switches, solenoid air valves and limit controls.
 - .5 Check operation of all auxiliary devices.
- .7 **Terminal units (Boxes - Mixing and variable air volume 1):**
 - .1 Inspect boxes for ductwork connections.
 - .2 Lubricate and adjust dampers and linkage.
 - .3 Verify operation of control.
- .10 **Provide written report on condition and repair requirements.**