



**RETURN BIDS TO :**  
**RETOURNER LES SOUMISSIONS À :**  
 Bid Receiving - Réception des soumissions:

[801bidsubmissions@csc-scc.gc.ca](mailto:801bidsubmissions@csc-scc.gc.ca)

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Correctional Service Canada – Proposition à: Service Correctionnel du Canada**

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

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

**Comments — Commentaires :**

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

**Vendor/Firm Name and Address —**

**Raison sociale et adresse du fournisseur/de l'entrepreneur :**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # — N° de Téléphone : \_\_\_\_\_

Fax # — No de télécopieur : \_\_\_\_\_

Email / Courriel : \_\_\_\_\_

GST # or SIN or Business # — N° de TPS  
 ou NAS ou N° d'entreprise : \_\_\_\_\_

<b>Title — Sujet:</b> HVAC-R Maintenance, Repair and Component Replacement	
<b>Solicitation No. — N° de l'invitation</b> 21820-23-0075	<b>Date: 2023-12-07</b>
<b>Client Reference No. — N° de Référence du Client</b> 21820-23-0075	
<b>GETS Reference No. — N° de Référence de SEAG</b> N/A	
<b>Solicitation Closes — L'invitation prend fin</b> at / à : 2 :00 PM Pacific Standard Time on / le : 17-January-2024	
<b>F.O.B. — F.A.B.</b> Plant – Usine: _____ Destination: _____ Other- Autre: _____	
<b>Address Enquiries to — Soumettre toutes questions à:</b>  <b>Hersh.Minhas@csc-scc.gc.ca</b>	
<b>Telephone No. – N° de téléphone:</b> 236-380-0993	<b>Fax No. – N° de télécopieur:</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destination des biens, services et construction:</b>  William Head Institution Victoria, BC	
<b>Instructions: See Herein</b> <b>Instructions : Voir aux présentes</b>	
<b>Delivery Required — Livraison exigée : See herein</b>	<b>Delivery Offered – Livraison proposée : Voir aux présentes</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur</b>	
<b>Name / Nom</b>	<b>Title / Titre</b>
<b>Signature</b>	<b>Date</b>
(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirements**

There is no security requirement applicable to this Contract.

### **2. Statement of Work**

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

### **3. Revision of Departmental Name**

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

### **4. Debriefings**

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



## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Bids

Bidders must submit their bid only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the bid solicitation.

#### **Section 06 Late bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 06 in its entirety.**

**Insert: 06 Late bids:**

For bids submitted by email, Canada will delete bids delivered after the stipulated solicitation closing date and time. Canada will keep records documenting receipt of late bids by email.

#### **Section 07 Delayed bids of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 07 in its entirety.**

**Insert: 07 Delayed bids:**

Canada will not accept any delayed bids.

#### **Section 08 Transmission by facsimile or by E-Post Connect of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:**

**Delete: Section 08 in its entirety.**

**Insert: 08 Transmission by email**

- a. Unless specified otherwise in the solicitation, Bidders must submit their bid to the CSC bid submission email address indicated on page 1 of the bid solicitation document. This email address is the only acceptable email address for Bidders to submit their bid in response to this bid solicitation.
- b. Bidders may transmit their bid at any time prior to the solicitation closing date and time.



- c. Bidders should include the bid solicitation number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid by email including, but not limited to, the following:
  - i. Receipt of a garbled, corrupted or incomplete bid;
  - ii. Availability or condition of the email service;
  - iii. Incompatibility between the sending and receiving equipment;
  - iv. Delay in transmission or receipt of the bid;
  - v. Failure of the Bidder to properly identify the bid;
  - vi. Illegibility of the bid;
  - vii. Security of bid data;
  - viii. Failure of the Bidder to send the bid to the correct email address;
  - ix. Connectivity issues; or
  - x. Email attachments that are blocked or not received even though the Bidder's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Bidder's email by email from the email address provided for the submission of bids. This acknowledgement will confirm only the receipt of the Bidder's email and will not confirm if all of the Bidder's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Bidders requesting confirmation of attachments.
- f. Bidders must ensure they are using the correct email address for bid submission and should not rely on the accuracy of copying and pasting the email address from the solicitation document cover page.
- g. A bid transmitted by a Bidder to the CSC submission email address constitutes the Bidder's formal bid, and must be submitted in accordance with section 05 of 2003, Standard Instructions – Goods or Services – Competitive Requirements.
- h. Bidders are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

**Section 09 Customs clearance of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety.**

CSC recommends that bidders submit their response to the requirements of this solicitation in typewritten format.

Bidders must ensure that any handwritten information included in their bid is clearly legible in order to allow CSC to complete the bid evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether bids comply with all of the requirements of the bid solicitation including, if applicable, any and all evaluation criteria.

### **3. Former Public Servants**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received



by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

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

- 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.

## **4. Enquiries – Bid Solicitation**

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

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

## **5. Applicable Laws**

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

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

## **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**

### **1. Bid Preparation Instructions**

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

Section I:     Technical Bid: **one (1) electronic copy in PDF format**

Section II:    Financial Bid: **one (1) electronic copy in PDF format**

Section III:   Certifications: **one (1) electronic copy in PDF format**

Section IV: Additional Information: **one (1) electronic copy in PDF format**

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

**Bidders should submit their technical bid and financial bid in two (2) separate documents.**

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).

### **2. Section I: Technical Bid**

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

### **3. Section II: Financial Bid**

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

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

#### **3.1 Exchange Rate Fluctuation**

SACC Manual clause [C3011T](#) (2013-11-03) Exchange Rate Fluctuation

### **4. Section III: Certifications**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (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 CSC will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

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

#### **1.2 Financial Evaluation**

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

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

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**.

### **2. Basis of Selection**

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



## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **1. Certifications Precedent to Contract Award and Additional Information**

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

#### **1.1 Integrity Provisions – Declaration of Convicted Offenses**

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- i. it has read and understands the Ineligibility and Suspension Policy;
  - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
  - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
  - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed [Integrity Declaration Form](#). Bidders must submit this form to Correctional Service of Canada with their bid.



**1.2 Integrity Provisions – Required documentation**

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

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:

_____	_____
_____	_____
_____	_____
_____	_____

**OR**

The Bidder is a partnership

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

**1.3 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

**1.4 Language Requirements - English**

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

**1.5 Certification:**

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



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Statement of Work**

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

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

#### **3.1 General Conditions**

2010C (2022-12-01), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

#### **3.2 Supplemental General Conditions**

##### **4013 (2022-06-20) – 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.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of January 29, 2024 to January 28, 2027.



## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hersh Minhas  
Title: Regional Procurement and Contracting Officer  
Correctional Service Canada  
Branch/Directorate: Regional Headquarters – Pacific Region  
Telephone: 236-380-0993  
E-mail address: [Hersh.Minhas@csc-scc.gc.ca](mailto:Hersh.Minhas@csc-scc.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.

[Fill in at contract award only.]

### 5.2 Project Authority

The Project Authority for the Contract is:

Name: (XXX)  
Title: (XXX)  
Correctional Service Canada  
Branch/Directorate: (XXX)  
Telephone: (XXX)  
Facsimile: (XXX)  
E-mail address: (XXX)

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

[Fill in at contract award only.]

### 5.3 Contractor's Representative

The Authorized Contractor's Representative is:

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



## 6. Payment

### 6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 Monthly Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.





## 6.4 SACC Manual Clauses

SACC Manual clause <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2>

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC Manual clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

SACC Manual clause [C0705C](#) C0705C (2010-01-11), Discretionary Audit

## 6.5 Travel and Living Expenses

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

## 7. Invoicing Instructions

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

Invoices must be distributed as follows.

The original/one copy must be forwarded to the Project Authority: **[To be completed at contract award only.]**

## 8. Certifications and Additional Information

### 8.1 Compliance

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

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules
- (c) the General Conditions [2010C](#) (2022-12-01), - Services (Medium Complexity)
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award)



## **11. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **12. Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **13. Ownership Control**

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

13.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).

13.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.

13.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister will have the right to treat this Contract as being in default and terminate the contract accordingly.

13.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

## **14. Closure of Government Facilities**

14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.



## **15. Tuberculosis Testing**

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

## **16. Compliance with CSC Policies**

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

## **17. Health and Labour Conditions**

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

## **18. Identification Protocol Responsibilities**

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

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;



18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

## 19. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web at [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

## 20. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [the Office of the Procurement Ombudsman email address](#), by telephone at 1-866-734-5169, or by web [the Office of the Procurement Ombudsman website](#). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit [the Office of the Procurement Ombudsman website](#).

## 21. Privacy

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

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



## **22. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## **23. Information Guide for Contractors**

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



## ANNEX A – Statement of Work

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

### 1.1 **Background:**

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

### 1.2 **Objectives:**

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

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

### 1.3 **Tasks:**

1.3.1 The Contractor must respond to an **Emergency repair** request for HVAC-R equipment identified as **CRITICAL** in the HVAC-R regional equipment inventory (attached as Appendix C) by having a service technician on site within 6 hours of receiving the call up request for repair, 24 hours a day, seven days a week unless otherwise directed by the site authority. After the initial assessment of the equipment breakdown and the determination of the repairs needed, the contractor must receive approval from the site authority before proceeding with any repairs.

1.3.2 The contractor must respond to a **Non-emergency repair** request for any HVAC-R equipment by acknowledging within one day with the site authority either by email or phone that repair service will be provided within 48 hours of receiving the call up request for repair. Work is to be performed during normal business hours unless requested otherwise by the site authority. After the initial assessment of the equipment breakdown and the determination of the repairs needed, the contractor must receive approval from the site authority before proceeding with any repairs.

1.3.3 The Contractor must be required to provide an **Annual preventative maintenance service** to all HVAC-R units that are identified as **CRITICAL** in the regional HVAC-R equipment inventory list (attached as Appendix C). The Contractor shall plan to provide this service during normal business hours and within a reasonable time frame from the date of the service request. A reasonable time frame can be defined as within 14 days. Work is to be performed during normal business hours.

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

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



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

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

1.3.5 The Contractor must be required to provide an **Annual leak test** service as per the Federal Halocarbon Regulations 2022, on all HVAC-R units that are identified as **Annual Leak Test Required** in the regional HVAC-R equipment inventory list (attached as Appendix C). The contractor shall plan to provide this service during normal business hours and within a reasonable time frame from the date of the service request. A reasonable time frame can be defined as within 14 days. Work is to be performed during normal business hours unless requested otherwise by the site authority.

1.3.6 For the purposes of this contract, normal business hours can be defined as Monday to Friday 8am to 5pm excluding legal holidays.

1.3.7 Although work is to be performed during normal business hours, some work may be required outside of normal business hours including weekends and stat holidays if necessary in the case of emergency repair call up service requests.

1.3.8 For safety and security, the contractor will be escorted by a CSC staff member at all times while inside the institution.

1.3.9 If any repairs, leak tests or maintenance services are completed by the Contractor or any sub Contractor on any refrigerant containing piece of equipment, those repairs and services must be logged in a separate halocarbon service log provided by the site maintenance department. Additionally a documentation of services form (eg. leak test notice) must be supplied and completed by the Contractor which will reside with the physical equipment.

1.3.10 All tasks 1.3.1 through 1.3.5 shall be performed by technicians holding both a current and valid Refrigeration and Air Conditioning Mechanic trade licence in the province of B.C. and an Environmental Awareness Certificate on Ozone Depleting Substances valid in the province of BC.



## **Procedures for Preventative Maintenance and Leak Test Services**

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

### **1.3.11a- Semi-Annual preventative maintenance service:**

Condensing unit (or outdoor unit)

Confirm crankcase heater operation if applicable.

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

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

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

Check operation of condenser fan(s).

Conduct a visual check for refrigerant leaks.

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

Check operation of water freeze protection on chillers if applicable.

Review operating and alarm logs.

Evaporator coil/AHU (or indoor unit)

Check and tighten electrical connections.

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

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

Check thermostat operation.

Check operating and safety controls such as low pressure.

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

Check operation of humidifier if applicable.

Check indoor coil air filters and clean/replace if required

Conduct a visual check for refrigerant leaks.

Check for proper airflow.

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

### **1.3.12a- Annual preventative maintenance service:**

Condensing unit (or outdoor unit)

Confirm crankcase heater operation if applicable

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

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

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

Check operation of condenser fan(s).

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

Conduct a visual check for refrigerant leaks.

Check operation of water freeze protection on chillers if applicable.

Review operating and alarm logs.

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





Evaporator coil/AHU (or indoor unit)

Check and tighten electrical connections.

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

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

Check thermostat operation.

Check operating and safety controls such as low pressure

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

Check operation of humidifier if applicable.

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

Check for proper airflow.

Conduct a visual check for refrigerant leaks.

**Clean indoor/evaporator coil(s) if dirty.**

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

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

1.3.13a- **Annual leak test service:**

- this service is only required on an annual basis on refrigerant containing systems with an output cooling capacity greater than 10Kgs (identified in the regional HVAC-R inventory list attached as Appendix C)

- this service is to be completed as per the Federal Halocarbon Regulations 2022 sections 17 thru 19.

- CFC's shall not be used for the purpose of leak testing. It is a best practice not to use any halocarbon for leak testing if avoidable

- this annual full service leak test is to go beyond just a visual inspection and shall involve one or a combination of the follow test methods:

- electronic leak detector

- ultraviolet fluorescent dye leak detector

- bubble test- soap and water solution

- water immersion test for any parts that may have been removed

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

**1.4 Deliverables:**

1.4.1 All tools, supplies, consumables, repair parts, chemicals, specialized equipment and labour will be supplied by the contractor.

1.4.2 Contractor must carry out in a careful and competent manner and to the satisfaction of the departmental representative, the work set out under the work description herein.

1.4.3 The Contractor must remove from the premises all waste products and rubbish resulting from the service work.

1.4.4 MSDS sheets for all refrigerants, cleaning products, and any other chemicals used in the service work under this contract must be immediately available on site where the work is being performed if and when requested by the site authority.



1.4.5 The Contractor must comply with and perform all work in accordance with the Federal Halocarbon Regulations 2022, the Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems 2015 (Errata June 2021) and all other relevant provincial or municipal regulations applicable to the performance of the work.

1.4.6 The Contractor must hold all certifications required for the performance of the work throughout the entire length of the contract term.

1.4.7 The Contractor, at the completion of any call up for any repair, preventative maintenance service or leak test must provide along with an invoice, a service report in electronic format to be emailed to each site where the work was incurred, that will include at a minimum the following information:

- a/ the identification of the equipment that was serviced and the date of service.
- b/ the type of service work performed eg. semi-annual service, annual service, leak test or repair.
- c/ the names of the contractors' staff that completed the work and their trade certificate and environmental awareness ODS certificate numbers.
- d/ list of parts and supplies used to include any refrigerant that was either removed or charged to the system and the weight of the amount recovered or installed.
- e/ note any recommendations for follow up service or repair.
- f/ if any leaks were repaired, halocarbon added or removed, leak tests performed or if a new system is installed, the service technician must complete the required documentation forms of those services provided as follows:

Documentation of services form that resides with the equipment (form provided by contractor)

ii) CSC documentation form(s) relevant for services completed:

CSC 1265 -01c, 1265-01d, 1265-01e or 1265-01f from CSC ISD 318-4 Environmental Management of Halocarbons. These forms will be provided by the client.

**Location of work:**

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

**Language of Work:**

1.6.1 The contractor must perform all work in English.



### APPENDIX A – Site Contacts, Address and Location

Site Number	Site Name and Address (Also for Invoices)	Site Contact/ Site Authority	Alternate
<b>Departmental Authority</b>		To be supplied at contract award	
<b>William Head Institution</b>			
1	<b>William Head Institution</b> 6000 William Head Road Victoria, BC V9C 0B5		



## APPENDIX B – General Contractor Site Safety

### Canada Labour Code and Worksafe B.C. Regulations

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

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

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

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

### Site Safety Plans

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

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

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

#### Fall Protection

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

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

#### Confined space

##### *COSH Part XI (11.1)*

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

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



*is enclosed or partially enclosed,*

*is not designed or intended for continuous human occupancy,*

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

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

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

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

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

#### Lock Out/Tag Out Procedures

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

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

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

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

#### Spill Containment

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



### **Hazardous Building Materials**

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

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

### **WHMIS**

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

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

### **PPE**

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

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



### APPENDIX C – Regional Equipment Inventory

William Head Institution	Annual Preventative Maintenance Required- (and As and When Required Semi-Annual Preventative Maintenance)					
Equipment identification #	CU #1	CU #2	CU #3	CU #4	A033286	A033287
Description of equipment	VRF	VRF	VRF	VRF	package roof top	package roof top
Make	Mitsubishi	Mitsubishi	Mitsubishi	Mitsubishi	Carrier	Carrier
Model	city multi R-P72TKMU	city multi R-P72TKMU	city multi R-P72TKMU	city multi R-P72TKMU	50TC-A05A1A5A0A0A0	48HJE005
Replaceable air filter sizes (if applicable)	NIL	NIL	NIL	NIL	YES 16 X 25	YES 16 X 25
Serial number	KE00A100G03	KE00A100G03	KE00A100G03	KE00A100G03	910460117	3397020434
Capacity of system in (KW/Tons)	8 ton	8 ton	8 ton	8 ton	13.1 KW	24 KW
Voltage/ph	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 23.5 AMP 3 PH	220 VOLT 13.5 AMP 3 PH
Type of refrigerant	R410A	R410A	R410A	R410A	R410A	R410A
Quantity of refrigerant	57 Lbs 11 oz	46 Lbs 12 oz	46 Lbs 12 oz	46 Lbs 4 oz	11LBS	8 LBS
Date/year of manufacture	7-21-16	7-21-16	7-21-16	7-21-16	Mar-10	1990
Physical location in institution of condensor.	bldg # 106 west side	bldg # 106 west side	bldg # 106 west side	bldg # 106 west side	bldg # 104 roof top	bldg # 104 roof top
Physical location in institution of evap/indoor coil(s).	service every room	service every room	service every room	service every room	bldg # 104 room 122	bldg # 104 room 100
Room number(s) this equipment serves	4 units service entire bldg #106	4 units service entire bldg #106	4 units service entire bldg #106	4 units service entire bldg #106	bldg # 104 room 100	bldg # 104 room 100
Seasonal system (cooling season only) OR Year Round	year round	year round	year round	year round	year round	year round
Preventative Maintenance services/tests	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM	Critical-annual PM
*Note: all units may require repairs at anytime.						



Annual Leak Test Required - (and As and When Required Semi-Annual Preventative Maintenance and/or Annual Preventative Maintenance)							
Equipment Identification #	CU #1	CU #2	CU #3	CU #4	heat/cooling rm 100	RTU1	RTU2
Description of equipment	VRF	VRF	VRF	VRF	package roof top	split	SPLIT
Make	Mitsubishi	Mitsubishi	Mitsubishi	Mitsubishi	Carrier	engineered air	engineered air
Model	city multi R-P72TKMU	city multi R-P72TKMU	city multi R-P72TKMU	city multi R-P72TKMU	48HJE005	FWE62/DJE20/0	fw21/DJE20/0
Replaceable air filter sizes (if applicable)	NIL	NIL	NIL	NIL	YES 16 X 25	20X20X2	16x20x2
Serial number	KE00A100G03	KE00A100G03	KE00A100G03	KE00A100G03	3397020434	B58207 RTU-1	B58207 RTU-2
Capacity of system in (KW/Tons)	8 ton	8 ton	8 ton	8 ton	24 KW	80000BTU	80000BTU
Voltage/ph	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 30 AMP	220 VOLT 13.5 AMP 3 PH	575 -3PH	208-3ph
Type of refrigerant	R410A	R410A	R410A	R410A	R410A	r-410a	r-410a
Quantity of refrigerant	57 Lbs 11 oz	46 Lbs 12 oz	46 Lbs 12 oz	46 Lbs 4 oz	8 LBS	2 @ 10lbs	3lbs
Date/year of manufacture	7-21-16	7-21-16	7-21-16	7-21-16	1990	03-2019	03-2019
Physical location in institution of condensor.	bldg # 106 west side	bldg # 106 west side	bldg # 106 west side	bldg # 106 west side	bldg # 104 roof top	bldg #107 rooftop	bldg #107 rooftop
Physical location in institution of evap/indoor coil(s).	service every room	service every room	service every room	service every room	bldg # 104 room 100	bldg #107 rooftop	bldg #107 rooftop
Room number(s) this equipment serves	4 units service entire bldg #106	4 units service entire bldg #106	4 units service entire bldg #106	4 units service entire bldg #106	bldg # 104 room 100	Bldg #107 , rooms 203-204-205-206-209	building 107 - rm 202
Seasonal system (cooling season only) OR Year Round	year round	year round	year round	year round	year round	seasonal	seasonal
Preventative Maintenance services/tests	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required	Annual leak Test required
*Note: all units may require repairs at anytime.							
These units are repeated in the inventory. Also are in the "red critical" section							





<b>William Head Institution</b>		<b>As and When Required Only Semi-Annual Preventative Maintenance and/or Annual Preventative Maintenance</b>				
<b>Equipment identification #</b>	BACKUP rm 120/122	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>#4</b>	
<b>Description of equipment</b>	split heat pump	split heat pump	split heat pump	split heat pump	split heat pump	
<b>Make</b>	Mitsubishi	Carrier	Carrier	Carrier	Carrier	
<b>Model</b>	mr slim PUY-A42NHA3	38CKB048500	38CK036520	38TKB024310	38TKB030300	
<b>Replaceable air filter sizes (if applicable)</b>	NIL	NIL	NIL	NIL	NIL	
<b>Serial number</b>	961L00093C	4196E16358	2997E11065	3996E13573	2697E19343	
<b>Capacity of system in (KW/Tons)</b>	4 ton	3800 BTU	3800 BTU	3800 BTU	3800 BTU	
<b>Voltage/ph</b>	220 VOLT 30 AMP	220 VOLT 25 AMP 3 PH	220 VOLT 20 AMP 3 PH	220 VOLT 20 AMP 1 PH	220 VOLT 25 AMP 1 PH	
<b>Type of refrigerant</b>	R410A	R22	R22	R22	R22	
<b>Quantity of refrigerant</b>	10 LBS	6.3 LBS	4.78 LBS	4.01 LBS	8.88LBS	
<b>Date/year of manufacture</b>	2010	1990	1990	1990	1990	
<b>Physical location in institution of condensor.</b>	bldg # 104 roof top	bldg # 104 roof top	bldg # 104 roof top	bldg # 104 roof top	bldg # 104 roof top	
<b>Physical location in institution of evap/indoor coil(s).</b>	bldg # 104 room 122	bldg # 104 room 114	bldg # 104 room 114	bldg # 104 room 114	bldg # 104 room 114	
<b>Room number(s) this equipment serves</b>	bldg # 104 rooms 120, 122	bldg # 104 rooms 210, 211, 212	bldg # 104 room 115	bldg # 104 room 101	bldg # 104 room 100	
<b>Seasonal system (cooling season only) OR Year Round</b>	year round	seasonal	seasonal	seasonal	seasonal	
<b>Preventative Maintenance services/tests</b>	<i>as and when required</i>	<i>as and when required</i>	<i>as and when required</i>	<i>as and when required</i>	<i>as and when required</i>	
<b>*Note:</b> all units may require repairs at anytime.						



## ANNEX B – Proposed Basis of Payment

### 1.0 Contract Period

- i. The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.
- ii. For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per rate(s) below in the performance of this Contract for Mandatory Annual Preventative Maintenance and Mandatory Annual Leak Tests. Any cleaning chemicals or consumables (such as air filters) required to provide Annual Preventative Maintenance and Annual Leak Tests are to be included as part of this maintenance contract.
- iii. For the provision of services described in Annex A – Statement of Work, the Contractor will be paid an hourly rate for Emergency and Non-Emergency Repair Services and Preventative Maintenance.
- iv. If, during the performance of the Work, the Contractor encounters number(s) of devices that are substantially different from the numbers of devices listed in Appendix C supplied to the Contractor, the Contractor shall give notice to Canada immediately upon becoming
- v. **Materials and Hourly Rates for Emergency and Non-Emergency Repair and As and When Required Semi-Annual/Annual Preventative Maintenance:**
  - For the work described in Task 1.3.1 and 1.3.2 in the Statement of Work: Emergency, Non-Emergency Repair. The Contractor will be paid an (1) hour minimum call-out Labour Charge. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to As and When Required Semi-Annual/Annual Preventative Maintenance. This does not apply to any Annual Mandatory Maintenance.
  - The Contractor is to individually list parts, materials and consumable items as detailed in Task 1.3.1 and 1.3.2 and charge to CSC on a Maximum MSRP Rate. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to an As and When Required Semi-Annual/Annual Preventative Maintenance.
- vi. **Minor Component Repair:**
  - All Minor Component Repairs will form part of this contract. A Minor Component Repair is up to a dollar value of \$10,000.00 including Taxes. The contractor must receive approval from the Site Authority before proceeding with any repairs. The work must be discussed and approved upon before commencing.
  - Major Component Repair totalling over \$10,000.00 will be treated outside of this contract as a separate requirement and will have no guarantees to the Contract Holder.
  - The Contractor is to individually list parts, materials and consumable items as detailed in Task 1.3.1 and 1.3.2 and charge to CSC on a Maximum MSRP Rate. This will also apply for Tasks 1.3.3 and 1.3.4 when the services are related to an As and When Required Semi-Annual/Annual Preventative Maintenance.



**Pricing for Service Delivery to Institutions (by Grouping)**

**William Head Institution**

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

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



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

## 2.0 Applicable Taxes

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



## ANNEX C Evaluation Criteria

### 1.0 Technical Evaluation:

#### 1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria** to demonstrate that the requirements are met.

#### 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

### 1.6 Response Format

I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

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



**MANDATORY TECHNICAL CRITERIA - HVAC-R Maintenance, Repair and Component replacement**

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