

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet RISO - Halon Services	
Solicitation No. - N° de l'invitation W3554-206281/A	Date 2020-02-07
Client Reference No. - N° de référence du client W3554-20-6281	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-203-5979
File No. - N° de dossier HAL-9-82079 (203)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-25	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacDonald (HAL), Isabelle	Buyer Id - Id de l'acheteur hal203
Telephone No. - N° de téléphone (902)403-9839 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE DOOR 13 BLDG D200 STN FORCES HALIFAX NOVA SCOTIA B3K5X5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / CE DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ**

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1 DND – FMFCS requires a contractor to provide services to carry out the repair, installation, removal, inspection, retrofit, relocation, testing and evacuation of HALON systems and deficiencies onboard HMC Ships, Submarines, CF Auxiliary Vessels, and DND small boats on an as and when required basis. Work will take place within HRM with the possibility of work outside HRM. The Standing Offer will be for a period of two years with two one year option periods.

- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

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

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

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016**

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers 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 Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

2.2.1 Workers Compensation Certification – Letter of Good Standing

[A0285T](#) (2012-07-16) Workers Compensation Certification- Letter of Good Standing

2.2.2 Controlled Goods Program- Bid

[A9130T](#) (2019-11-28) Controlled Goods Program- Bid

2.3 Former Public Servant

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)
Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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, Offerors should:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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,

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex E.

4.1.2 Financial Evaluation

4.1.2.1

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price-Bid (

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

Workers Compensation Letter

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No W3554-206281

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "E. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer to be determined before SO award

The period for making call-ups against the Standing Offer is from _____ to _____.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two, one year periods, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Isabelle MacDonald
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions
Address: 1713 Bedford Row
Halifax, NS
B3J 3C9

Telephone: 902-403-9839
Facsimile: 902-426-5016
E-mail address: isabelle.macdonald@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority to be determined before SO award

The Project Authority for the Standing Offer is:

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

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

Alternatively:

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

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

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

7.6 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, FMF Cape Scott.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offeror
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21), General conditions: Services (medium complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements ;
- j) the Offeror's offer dated _____ (*insert date of offer*).

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2022 inclusive.

7.4 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The contractor will be paid in accordance with pricing as set out in Annex "B".

7.5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7.5.4 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

7.5.5 Electronic Payment of Invoices – Call-up

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);

7.6 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, and all travel and living expenses;

2. Invoices must be distributed as follows:

Department of National Defence
Maritime Forces Atlantic, FMF Cape Scott
Bldg D200, Finance, 3rd floor
PO Box 99000, Stn Forces
Halifax, NS B3K 5X5

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

7.8 SACC Manual Clauses

[A9041C](#) (2008-05-12) Salvage

[A9068C](#) (2010-01-11) Government Site Regulations

[B7500C](#) (2006-06-16) Excess Goods

[D3015C](#) (2014-09-25) Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance

[A9065C](#) (2006-06-16) Identification Badge

[A0285C](#) (2007-05-25) Workers Compensation

[A9131C](#) (2014-11-27) Controlled Goods Program – Contract

[B4060C](#) (2011-05-16) Controlled Goods

ANNEX "A"

STATEMENT OF WORK

1) REQUIREMENT: Provide services to carry out the repair, installation, removal, inspection, retrofit, relocation, testing and evacuation of HALON systems and deficiencies onboard HMC Ships, Submarines, CF Auxiliary Vessels, and DND small boats on an as and when required basis.

Background:

FMFCS traditionally sub-contracts HALON SERVICES to industry as the capability is not available internally. As these requirements are frequent and varied, FMFCS requires the capability to access these services readily through the standing offer method.

2) APPLICABLE DOCUMENTS: The following documents form a part of this Statement of Work, (SOW), to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the content of the SOW shall apply. If there is any confusion, overlap or duplication, the most current and stringent regulation, policy or guideline shall apply.

- a) Federal Halocarbon Regulations FHR 03
- b) Environmental Code of Practice for Halon
- c) Underwriters' Laboratories of Canada publication ULC/ORD-C1058.5-2004, Halon and Halocarbon Clean Agent Recovery and Reconditioning Equipment
- d) Underwriters' Laboratories of Canada publication ULC/ORD-C1058.18-2004, The Servicing of Halon and Clean Agent Extinguishing Systems
- e) MARCORD G-19 (Volume2) Halocarbon Management and Annexes A and B
- f) MARLANT Formation Safety and Environmental Management System (SEMS) Manual, Environmental Directive # E7, Halocarbon Management
- g) Environmental Directive ED 4003-05 Halocarbon Management
- h) Canadian Environmental Protection Act, 1999 – Ozone-depleting Substances and Halocarbon Alternatives Regulations 2016

The successful contractor will also be expected to adhere to any new approved documents, job instructions, regulations, or publications that pertains to the work being carried out.

3) SCOPE OF WORK: To provide services, labour, tools and equipment, and materials necessary to provide miscellaneous HALON Services onboard HMC Ships, Submarines, CF Auxiliary vessels, and associated equipment, within the HRM area. All work is to be performed in accordance with the specifications assigned to each specific call-up as directed by the Fleet Maintenance Facility Cape Scott (FMFCS) Contracts Office.

3a) All work must be conducted in accordance with the labour and environmental regulations within the jurisdiction that the work is carried out in. All personnel and equipment must be certified and licensed as required under all local, provincial and federal laws and regulation

4) **STATEMENT OF CONTRACTOR REQUIREMENTS:** The successful bidder shall adhere to all quality, environmental and safety requirements established in the SOCR REV 9 when performing all specified work herein.

5) **WORK CANCELLATION:** Due to the operational nature of the vessels on which this work shall occur, the Fleet Maintenance Facility Cape Scott Contracts Office reserves the right to cancel any or all work associated with this contract for reasons beyond its control. This includes but is not limited to unforeseen ship deployment, fueling, ammunition storing and/or any other factors that prevent work from being completed within the specified period.

6) **WORKER ORIENTATION:** Workers must be familiar with DND Man-aloft and Lock Out/Tag Out procedures prior to the commencement of any work. If work is to be carried out onboard a submarine, all workers must have sub-awareness training, to be carried out at contractor's expense. The successful bidder shall contact the Requisitioning Authority prior to the work to arrange for orientation in these areas.

7) **WORKSITE CLEANLINESS:** The successful bidder shall be responsible to clean the worksite at the end of each working day. Debris and materials arising from the day's work must be removed daily.

8) **PHOTOGRAPHY:** Any use of photographic or video recording onboard the vessel is prohibited unless approval is authorized by the Requisitioning Authority and the Ship Security Officer.

9) **PARKING:** Parking is not permitted on jetties and only in designated areas within the industrial H.M.C. Dockyard area. Any requirements to access jetties for the purpose of loading/unloading equipment and materials must be forwarded to the Requisitioning Authority in advance. DND will not be responsible for any parking tickets issued as a result of any abuse of temporary parking allowances for these purposes. Access will be limited to two vehicles at any time.

10) **WORKSITE ACCESS:** The successful bidder shall provide the Requisitioning Authority with a list of personnel who will require access to the worksite to perform the contracted services upon contract award in addition to any vehicles which will require access. All personnel authorized for access must possess photo identification on their person at all times while within DND Property.

NOTE: FMF Cape Scott reserves the right to restrict access to the worksite for reasons beyond our control. In such cases the successful bidder shall be provided with 24 hours notice in order to reschedule their work plans.

11) **INSPECTIONS:** The successful bidder shall notify the Requisitioning Authority at least one-hour in advance of all mandatory inspections as specified in the specification or hull instructions.

12) **QUALITY DOCUMENTATION:** All QA documentation as specified in job instructions/specifications, to be provided at time of invoicing.

13) **PERSONAL PROTECTIVE EQUIPMENT:** The successful bidder is required to ensure personnel have the required personal protective equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of such equipment when performing duties on Department of National Defence property.

14) **GOVERNMENT SMOKING POLICY:** The successful bidder shall ensure that its personnel shall comply with the policy of the Government of Canada, which permits smoking in approved areas only.

15) FMFCS DRUG AND ALCOHOL POLICY: FMF Cape Scott has developed a zero tolerance policy to create a Drug and Alcohol Free Workforce. No contractor personnel shall come to work after using or while impaired by drugs or alcohol. The contractor will be asked to remove any personnel offending this policy from the premises for the remainder of the workday at the contractor's expense.

16) CONTRACTOR AVAILABILITY AND RESPONSE TIMES

16a) Routine Requirements - all required services will be provided within four (4) working days, (unless otherwise stated), upon receipt of a request for delivery on form 942, request against a standing offer or other similar form provided by mail, facsimile, or other means.

16b) Urgent Requirements - all required services will be provided within twenty-four (24) hours upon receipt of a request for delivery on form 942, request against a standing offer or other similar form provided by mail, facsimile, or other means.

16c) Immediate Operational Requirements, all required services will be provided within four (4) hours upon receipt of a request for delivery on form 942, request against a standing offer or other similar form provided by mail, facsimile, or other means.

16d) The Offeror shall be available to work after normal working hours (07:45–16:15).

17) ADDITIONAL REQUIREMENTS

17a) The contractor must be available for on-site consultation as deemed necessary by the Fleet Maintenance Facility Cape Scott, Contracts Office.

17b) The contractor shall be able to provide a valid certificate of calibration for any necessary test equipment prior to starting any work that requires use of such equipment.

17c) When requested by the FMFCS Contracts Office, the contractor shall provide detailed written work plans and schedules to enable the client to integrate the contractor's work into the larger work projects.

17d) The contractor is responsible to ensure the health and safety of their personnel and shall comply with:

i. All DND, Federal, Provincial and Municipal regulations;

ii. All site safety regulations and procedures; and

iii. The Contractor shall have in place an Occupational and Safety Management System, employing written safe work procedures by conducting Job Hazard Analysis for each job order in both shop and field work.

17e) The contractor shall comply with all DND, Federal, Provincial and Municipal regulations and:

i. Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;

ii. Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ.

17f) The contractor shall have Safety Data Sheets (SDS) for all controlled products used in the performance of work specified in any call-up. Such SDS shall be held at the worksite by the contractor's personnel and be readily available. The contractor shall ensure that any toolbox, storage box, and/or trailer used to store work related equipment and supplies in support of work, display product labelling and/or placards to demonstrate when any hazardous controlled items are stored within. All such containers must also clearly display the contractor's name and a contact number.

17g) The contractor shall only obtain recycled Halon 1301, 1211 or 1011 from the DND/CF Halon Bank to replace any Halon used for DND/CF purposes. The DND/CF Halon Bank will provide the tank(s) to be used to store any recovered Halon.

18) SECURITY REQUIREMENTS

18a) All bidders shall be registered with the Controlled Good Directorate, (CGD), additionally, the Offeror's personnel shall hold valid security clearance to the **Reliability** Status.

18b) The successful bidder must ensure arrangements are in place for a Visitor Clearance Request (VCR). The Security Officer of the successful bidder is to contact:

Public Works and Government Services Canada
CIISD Canadian and International Industrial Security Directorate
2745 Iris Street, 3rd Floor
Ottawa, Ontario
K1A 0S5
Tel: 613-948-4176

Visitor Clearance Requests (VCR), are required for all personnel accessing Department of National Defence property. Failure to obtain a VCR could result in the termination of this standing offer.

18c) The Contractor shall ensure that all personnel employed are in possession of Photo Identification on their person at all times while working within DND property

19) STOP WORK

19a) If a DND 'stop work' order is invoked after commencement of the work, it will be the responsibility of the Offeror to demonstrate to DND that productive work was performed between the time of authorization and the stop work, and to substantiate costs incurred associated with such productive work.

20) FINANCIAL INSTRUCTIONS:

20a) Basis of Payment:

PRICING: All prices are to be quoted FOB Destination, including all delivery, shipping, and administrative charges to the destination specified on the call-up document. Chargeable hours towards a call-up commence upon arrival at HMC Dockyard by Contractor's personnel. If any rental equipment is required it is to be charged at cost with no mark up including delivery and removal upon completion of the task, (copy of original rental invoice required).

Note: Rates are to be quoted are for all three years.

i) Direct regular time labour, including overhead and profit, used exclusively for the repair, installation, removal, inspection, evacuation and retrofit of Halon systems, as specified in any call-up. (fixed hourly rate)

ii) Overtime labour, including overhead and profit, used exclusively used exclusively for the repair, installation, removal, inspection, evacuation and retrofit of Halon systems, as specified in any call-up and where authorized by the FMFCS Contracts Office. (fixed hourly rate) for weeknights and Saturdays

iii) Overtime labour, including overhead and profit, used exclusively used exclusively for the repair, installation, removal, inspection, evacuation and retrofit of Halon systems, as specified in any call-up and where authorized by the FMFCS Contracts Office. (fixed hourly rate) for Sundays and Statutory Holidays

iv) Direct regular time labour, including overhead and profit, used exclusively for the relocation of Halon bottles, as specified in any call-up. (fixed hourly rate)

v) Overtime labour, including overhead and profit, used exclusively for the relocation of Halon bottles, as specified in any call-up and where authorized by the FMFCS Contracts Office. (fixed hourly rate) for weeknights and Saturdays

vi) Overtime labour, including overhead and profit, used exclusively for the relocation of Halon bottles, as specified in any call-up and where authorized by the FMFCS Contracts Office. (fixed hourly rate) for Sundays and Statutory Holidays

20b) Subcontracts, where authorized, will be charged at costs with no mark-up. All subcontractors must be approved by the FMFCS Contracts Office prior to work commencing and meet all security requirements. Copies of actual receipts from sub-contractors must be provided at time of invoicing

20c) Materials (except GSM Free Issue) are to be charged at cost plus 10%. Copies of actual receipts must be provided at time of invoicing

20d) The Offeror will not normally be required to travel outside the local area; however, travel to other locations to carry out ship checks may be authorized. Any travel will be in accordance with Treasury Board guidelines in effect at the time of the travel. All travel must have prior approval of the FMFCS Contracts Office.

21) MANDATORY REQUIREMENTS:

21a) Bidders shall provide three detailed examples of the firms experience in the provision of services involving repairing, installing, removing, inspecting, retrofitting, relocating, testing, and evacuation of Halon systems in the last 4 years.

21b) Individual(s) identified as service personnel dedicated to this standing offer must possess certification from the Underwriters Laboratory of Canada (ULC) and in accordance with ULC/ORD-C1058.5-2004, Recovery and Reconditioning Equipment, and ULC/ORD-C1058.18-2004, The Servicing of Halon Fire Extinguishing Systems. Proof of certification shall be submitted as part of bid package. (Minimum 4 personnel)

21c) Proof of registration to ISO quality management system or quality management system approved by FMFCS Quality Management Section, (ISO certificate or copy of quality management system required with bid)

21d) Copy of proposed employee's valid security clearances at the Reliability level who will be employed against the SOA with their bid submission. (Including any sub-contractors who require access to CFB Halifax)

22) EVALUATION CRITERIA AND BASIS OF SELECTION:

22a) In order to be considered as responsive, a bid must meet all the mandatory criteria. Bids that do not meet the mandatory criteria shall be given no further consideration.

22b) The responsive bidder with the lowest cost based on the scoring grid figures will be recommended for award of the Standing Offer.

ANNEX "B"

BASIS OF PAYMENT

ANNEX "B"

BASIS OF PAYMENT

The contractor will be paid in accordance with the following basis of payment for work performed and the deliverables received, pursuant to the contract. All prices are Delivery Duty Paid (DDP) destination and include labour, delivery, overhead, profit. All prices include delivery of rental equipment to the specified work site and removal upon completion of the call-up period.

For evaluation purposes, usage of each service item is assigned an estimated number of hours per year. The financial evaluation will be based on the sum of the prices per year (A, B, C) multiplied by the estimated level of effort (D) assigned to service item. The sum of the subtotals (E) will be the evaluated price. The bidder with the lowest aggregate price will be recommended for issuance of a standing offer. The estimated level of effort is included strictly for evaluation purposes and in no way should be considered a commitment regarding the actual number of hours of work.

Table 1

FIRM FIXED HOURLY RATE including overhead and profit for repair, installation, removal, inspection, evacuation, retrofit of Halon systems.	Year 1 (per hour)	Year 2 (per hour)	Year 3 (per hour)	Estimated Usage (hours)	Total for Evaluation
	(A)	(B)	(C)	(D)	(A+B+C)xD
LABOUR - REGULAR BUSINESS HOURS (Monday to Friday 0745-1615 hrs)	\$.....	\$.....	\$.....	1000	\$.....
LABOUR – OVERTIME (weeknights and Saturdays)	\$.....	\$.....	\$.....	1000	\$.....
LABOUR – OVERTIME (Sundays and statutory holidays)	\$.....	\$.....	\$.....	200	\$.....

Table 2

FIRM FIXED HOURLY RATE including overhead and profit for the relocation of Halon bottles.	Year 1 (per hour)	Year 2 (per hour)	Year 3 (per hour)	Estimated Usage (hours)	Total for Evaluation
	(A)	(B)	(C)	(D)	(A+B+C)xD
LABOUR - REGULAR BUSINESS HOURS (Monday to Friday 0745-1615 hrs)	\$.....	\$.....	\$.....	150	\$.....
LABOUR – OVERTIME (weeknights and Saturdays)	\$.....	\$.....	\$.....	150	\$.....

Solicitation No. - N° de l'invitation
W3554-176184/A
Client Ref. No. - N° de réf. du client
W3554-17-6184

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77244

Buyer ID - Id de l'acheteur
hal311
CCC No./N° CCC - FMS No./N° VME

LABOUR – OVERTIME (Sundays and statutory holidays)	\$.....	\$.....	\$.....	150	\$.....
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Table 3

<u>FIRM FIXED HOURLY RATE</u> including overhead and profit for on-site consultations	Year 1 (per hour)	Year 2 (per hour)	Year 3 (per hour)	Estimated Usage (hours)	Total for Evaluation
	(A)	(B)	(C)	(D)	(A+B+C)xD
CONSULTATION - REGULAR BUSINESS HOURS (Monday to Friday 0745-1615 hrs)	\$.....	\$.....	\$.....	20	\$.....

4. **SUBCONTRACTS**, where authorized, will be charged at cost with no mark-up. All subcontractors must be approved in accordance with the Standing Offer.
5. **MATERIALS** (except GSM Free Issue) are to be charged at COST PLUS 10%. Copies of receipts must be provided at time of invoicing.
6. **TRAVEL AND LIVING EXPENSES** - All travel must be pre-approved in writing by the Procurement Authority. Travel and living expenses will be reimbursed in accordance with the Treasury Board Travel Directive.

TOTAL FOR EVALUATION PURPOSES

(sum of totals of tables 1, 2 and 3): \$ _____

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W3554-206281

Security Classification / Classification de sécurité

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
DND		Fleet Maintenance Facility Cape Scott
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Provide services to carry out the repair, installation, removal, inspection, retrofit, relocation, testing and evacuation of HALON systems and deficiencies onboard HMC Ships, Submarines, CF Auxiliary Vessels, and DND small boats on an as and when required basis.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W3554-206281

Security Classification / Classification de sécurité

UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

☒ No
Non ☐ Yes
Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No
Non ☐ Yes
Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No
Non ☐ Yes
Oui
☒ No
Non ☐ Yes
Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No
Non ☐ Yes
Oui
☒ No
Non ☐ Yes
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No
Non ☐ Yes
Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No
Non ☐ Yes
Oui
☒ No
Non ☐ Yes
Oui



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W3554-206281

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets																
Renseignements / Biens																
Production																
IT Media /																
Support TI																
IT Link /																
Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W3554-206281

Security Classification / Classification de sécurité

UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Lewis Thibault

Title - Titre

Contract Administration and
Management Officer

Signature

Telephone No. - N° de téléphone
(902) 427-2971

Facsimile No. - N° de télécopieur
(902) 427-2885

E-mail address - Adresse courriel
lewis.thibault@forces.gc.ca

Date
30 July 2019

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No
Non ☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

PSPC Supply Specialist,

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
@tpsgc-
pwgsc.gc.ca

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);

ANNEX “E”

INSURANCE REQUIREMENTS

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.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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.

Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairers' 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Defence and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - c. 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.
 - d. 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.
 - 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. 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.

ANNEXE « F »

DND CALL UP

ANNEXE « G »

EVALUATION CRITERIA

Solicitation No. - N° de l'invitation
W3554-176184/A
Client Ref. No. - N° de réf. du client
W3554-17-6184

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77244

Buyer ID - Id de l'acheteur
hal311
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

TECHNICAL EVALUATION CRITERIA

Proposals which do not meet all of the Mandatory Technical Requirements at the bid closing will be considered to be non-compliant and will be given no further consideration. The evaluation will only be based on the information provided with the bid. References to Internet sites or information that is not included will not be evaluated. It is incumbent upon the Bidder to submit a complete proposal showing that their items will meet or exceed the technical descriptions described in this solicitation.

The Bidder must provide, in their bid, proof that the firm complies with each and every one of the Mandatory Technical Specifications specified in Annex "A", Statement of Work. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the requirements of all of the Mandatory Technical Specifications will result in the bid being declared as non-compliant.

Proof can be provided in the form of certificates and/or a written narrative which clearly demonstrates how the proposed firm meets each and every one of the Mandatory Technical Specifications.

The Bidder must reference the page number and section of the submitted proposal which proves their proposal complies with each and every one of the Mandatory Technical Specifications.

Item	Mandatory Criteria	Reference to supporting documentation (Bid page #)
MR1.	The firm MUST demonstrate experience in the provision of services involving repairing, installing, removing, inspecting, retrofitting, relocating, testing, and evacuation of Halon systems in the last 5 years. The bidder MUST provide three (3) detailed examples of work performed similar in scope.	
MR2.	The bidder MUST provide proof of registration to ISO 9001:2008, or equivalent, acceptable to FMF Cape Scott Management Systems department.	
MR3.	The bidder's personnel identified as service personnel dedicated to this standing offer MUST possess certification from the Underwriters Laboratory of Canada (ULC) and in accordance with ULC/ORD-C1058.5-2004, Recovery and Reconditioning Equipment, and ULC/ORD-C1058.18-2004, The Servicing of Halon Fire Extinguishing Systems. Proof of certification SHOULD be submitted as part of bid package.	

APPENDIX 1

STATEMENT OF CONTRACTOR REQUIREMENTS

1. **Management System Overview**

- 1.1 Fleet Maintenance Facility Cape Scott is dedicated to providing high quality engineering and maintenance services to our customers. Our highly trained, skilled and mobile workforce will achieve this through continuous improvement of all our processes. We have the ability to adapt to the customers needs to ensure fleet readiness in any situation. We are committed to meeting all relevant regulations and legislation and preventing pollution.
- 1.2 The objectives of the Fleet Maintenance Facility Cape Scott Management System are:
 - Customer satisfaction;
 - Providing a safe workplace; and
 - Protecting the environment.
- 1.3 The Fleet Maintenance Facility Cape Scott Management System is based upon the following standards:
 - Quality Management System - ISO 9001: 2008
 - Environmental Management System - ISO 14001: 2004
 - DND General Safety Program
 - C-23-VIC-000/AM-001, QA for Safety in Subs
- 1.4 The Contractor shall be responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on ISO 9001:2008 - Quality Management Systems - Requirements. It is not the intent to require that the Contractor be registered to the applicable standard, however, the Contractor's quality management system must address each requirement contained in the standard.
- 1.5 The Contractor's Quality Management System should include, at a minimum, processes to:
 - identify when work they perform or material they produce does not conform to their/our standards;
 - Ensure that any nonconformance is recorded and is corrected;
 - Maintain a method for analyzing nonconformance data and initiating corrective and preventive action;
 - Ensure all corrective action is recorded and effectively implemented to improve their practices;
 - Control all documentation related to their practices;
 - Continually review and audit their practices to ensure they adhere with accepted standards;
 - Manage and monitor the performance of their sub-contractors;
 - Ensure their management reviews the findings of any evaluation or audit to assist with continuous improvement, including the findings of any evaluation conducted by FMF Cape Scott;
 - Manage employee awareness and competence through certification and training as part of process management.

- 1.6 Fleet Maintenance Facility Cape Scott reserves the right to verify conformance and compliance with this requirement. This verification may be accomplished by monitoring the provision of services or by having Fleet Maintenance Facility Cape Scott audit the contractor's processes or systems.

2. Contractor Requirements - General

- 2.1 The Contractor's personnel, employed in the provision of contracted services, shall be required to attend worksite orientation meetings for the purpose of informing their personnel of health, safety and/or environmental hazards at the work site prior to the commencement of any contracted work, as requested by Fleet Maintenance Facility Cape Scott.
- 2.2 Fleet Maintenance Facility Cape Scott retains the right to stop work temporarily if, in the opinion of Fleet Maintenance Facility Cape Scott, the work is not being performed in accordance with all applicable safety and environmental regulations and legislation or is being performed in a manner that is contrary to the specified requirements. The purpose of the stop work will be resolve any problems identified so to enable work to progress properly.

3. Contractor Requirements - Quality

- 3.1 The Contractor shall be responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and contract requirements. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies thereof and take extracts there from during the performance of the Contract and for a period of three (3) years thereafter.
- 3.2 The Contracting Authority and DND shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit under the circumstances. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the authorized DND representative shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. DND shall inform the Contractor of the motives for any such rejection for non-conformance.
- 3.3 Notwithstanding the foregoing, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or a Quality Management representative.
- 3.4 The Contractor shall not enter into sub-contracts without prior permission of the Fleet Maintenance Facility Cape Scott, Contracts Office. In all cases, where sub-contracting is approved, the Contractor is responsible to verify that the sub-contractor's quality system meets the requirements as established herein.

4. Contractor Requirements - Environment

- 4.1 The Contractor shall notify the Fleet Maintenance Facility Cape Scott Contracts Office of all significant environmental aspects associated with contracted work that will be performed within CFB Halifax, prior to commencing work. The Contractor must specify how they intend

to control activities, including the use of products and/or materials that could potentially spill, cause contamination, or otherwise have an adverse impact upon the environment.

- 4.2 The Contractor shall ensure that any hazardous materials or products used in the performance of the work are supported at all times with Material Safety Data Sheets at the worksite. The Contractor's staff shall be trained in the Workplace Hazardous Materials Information System (WHMIS).
- 4.3 The Contractor shall ensure that any hazardous materials, products or wastes are not left unattended on worksites, jetties, laydown areas, synchrolift or other areas within CFB Halifax. Any Contractor who requires an exemption to this requirement shall submit requests to the Fleet Maintenance Facility Cape Scott Contracts Office in advance. Such requests must clearly identify the proposed containment used to contain the hazards, any emergency response plans in the event of a spill or damage to the containment system. Containment systems must clearly identify all hazardous materials, products or wastes to be held through the use of appropriate placarding. No requests for exemption will be approved unless all conditions above are met. In addition, Contractors must ensure that containers of paints, solvents or other hazards are properly secured when the product is not in use.
- 4.4 The Contractor shall remove and properly dispose of all such hazardous products and/or materials from the worksite and CFB Halifax upon completion of the work.
- 4.5 The Contractor shall provide copies of any applicable licenses of disposal or certificates of destruction for any hazardous materials and/or substances generated as a result of the work, upon completion of the work and subsequent disposal.

5. Contractor Requirements - Safety

- 5.1 The Contractor, and any approved sub-contractors, shall comply with any legislative requirements and industry standards within the appropriate health and safety jurisdiction and comply with the specified provincial and federal regulatory instruments, as appropriate.
- 5.2 The Contractor shall abide by all applicable Workers' Compensation legislation and coverage for all personnel employed in the provision of contracted services and any approved sub-contracted services.
- 5.3 The Contractor shall be required to provide all appropriate equipment, devices, tools and machinery, including proper Personal Protective Equipment (PPE) for their personnel employed in the provision of contracted services, and will ensure that all provided is maintained in proper working condition; and, is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) as and when required.
- 5.4 The Contractor shall ensure all personnel engaged in the provision of services are properly trained in Confined Space Entry and Man-A-Loft procedures prior to the commencement of any work.

- 5.5 The Contractor is required to develop emergency response instructions for any contracted work that includes high-risk work they will be required to perform on-site. These instructions shall be provided to Fleet Maintenance Facility Cape Scott.
- 5.6 Prior to removal of any substance or material (such as deck coatings, hull finishes, etc.) the contractor shall determine what hazards to health and/or environment might be involved.
- Prior to work commencement, the costs associated with protecting the environment and personnel from exposure to the hazards must be identified and approved. Fleet Maintenance Facility Cape Scott, Contracts Office, retains the right to terminate and/or re-schedule work dependant on the scope of hazard protection required.

APPENDIX 2

HALOCARBON MANAGEMENT

REFERENCES

- A. *Ozone-Depleting Substances Regulations*, 1998, <http://laws.justice.gc.ca/en/C-15.31/SOR-99-7/index.html>
- B. National Fire Protection Association (NFPA) 10 – Standard for Portable Fire Extinguishers and 12A – Standard on Halon 1301 Fire Extinguishing Systems
- C. Environment Canada's Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, <http://www.ec.gc.ca/ozone/DOCs/SandS/RAC/EN/cop/p5.cfm>
- D. Environment Canada's Environmental Codes of Practice for Halon Systems
- E. NDHQ Instruction ADM (IE) 01/03 – *Halon Management Policy* 2003 http://admie.ottawa-hull.mil.ca/dgme/CFFM/Key_Docs_e.htm
- F. *Canadian Environmental Protection Act*, 1999 – *Federal Halocarbon Regulations*, 2003, <http://laws.justice.gc.ca/en/showdoc/cr/SOR-2003-289///en?page=1>
- G. ULC/ORD-C1058. 18-2004, *The Servicing of Halon and Clean Agent Extinguishing Systems*, <http://navy.mil.ca/English/MSComptSS/msrms/env/repository/ULC-ORD-C1058-18-2004.pdf>
- H. ULC/ORD-C1058. 5-2004, *Halon and Halocarbon Clean Agent Recovery and Reconditioning Equipment*, <http://navy.mil.ca/English/MSComptSS/msrms/env/repository/ULC-ORD-C1058-5-2004.pdf>
- I. MARCORD 66-05 Hazardous Material Management <http://marcom-comar.mil.ca/marc-ocom/V1/66-05-eng.doc>
- J. Environmental Directive 4003 - 1/2003 Spill Reporting, http://admie.ottawa-hull.mil.ca/dge/documents/Policy_S.doc
- K. DGE Environmental Directive 4003 – 05, *Halocarbon Management* http://admie.ottawa-hull.mil.ca/dge/documents/ED_Halo_Mgt_ENG_FR.doc
- L. The Heating, Refrigeration and Air Conditioning Institute (HRAI) of Canada, <http://www.hrai.ca/>
- M. Unsatisfactory Condition Reporting (UCR) System, <http://dgmssc.ottawa-hull.mil.ca/ucrs/Default.asp>
- N. MARCORD 21-02 Technical Investigations, <http://marcom-comar.mil.ca/marc-ocom/marcords-eng.asp?vol=1>
- O. DAOD 7002-2, Summary Investigations, http://admfincs.mil.ca/admfincs/subjects/daod/7002/intro_e.asp
- P. Compliance Checklists *Federal Halocarbon Regulations*, 2003, http://admie.ottawa-hull.mil.ca/dgme/CFFM/Key_docs_e.htm
- Q. B52-95 Mechanical Refrigeration Code, <http://admie.ottawa-hull.mil.ca/dge/EnviroOSH/documents/stds/csa/cmerc95e.htm>
- R. Halocarbon Management System (HMS), http://admie.ottawa-hull.mil.ca/dge/en/halocarbon_management_e.asp

Background

1. Halocarbons are used in a variety of applications on board HMC Ships and CF Auxiliary Vessels, in aircraft and in shore facilities. For example, they are employed as:

- a. Refrigerants used for food storage systems, and air conditioning systems for habitability and weapons cooling;
- b. Fire suppression agents (Halon).

2. The *Ozone-depleting Substances Regulations 1998 (ODSR, 1998)* addressed the manufacture, import, export, sale and the end use of certain Ozone Depleting Substances (ODS), such as: Chlorofluorocarbons, Hydrochlorofluorocarbons, Halons and other products. The implementation of this regulation was intended to reduce the production and acquisition of halocarbons having the most detrimental effects to the ozone layer if released. In 2003 amendments were posted to the *Federal Halocarbon Regulations, 2003 (FHR, 2003)*. These amended regulations enhanced reporting requirements and records management requirements on the end-use of ODS and their halocarbon alternatives. As a result of these regulations, there are now strict rules on halocarbon procurement, storage, and maintenance that have legal consequences for non-compliance.

Policy Objective

3. The aim of this Maritime Command Order (MARCORDER) is to provide specific direction to facilitate compliance with federal regulations and DND policies.

Policy Statement

4. All units that have the responsibility to service equipment or store containers of the halocarbons listed in Annex A shall have particularized procedures in place, to include contracted work, that comply with Canadian federal regulations and applicable DND policies in an effort to minimize releases to the atmosphere.

5. All MARCOM units that have the additional responsibility of procuring equipment or halocarbon materiel shall ensure that their halocarbon management program includes appropriate life cycle planning consideration for support, phase out and/or replacement consistent with Canadian federal regulations and DND policy and direction.

Definitions

EMS – Environmental Management System. A management system that adheres to the International Standards Organization's (ISO) 14001 series on environmental risk management.

FTA – Fleet Technical Authority. Among many other duties, the FTA monitors the technical status of Fleet halocarbon equipment, systems operations, maintenance and assesses performance against Fleet technical capabilities and standards. For Halocarbon releases, FTA is a level of technical review of the investigation results and recommendations.

SEMS – Safety and Environmental Management System. Formations and units may be operating under a SEMS that combines safety and environmental management under one system.

SPR – Single Point of Reference. A person designated by the Commanding Officer, with sufficient knowledge and understanding in a Subject Matter to represent the unit's interests and concerns (this may be the Unit Environment Officer (UEnvO)). The Formation Halocarbon SPR is typically the Formation Safety and Environment Officer (FSEO).

Scope

6. This MARCORD applies to all Maritime Command personnel who are responsible for the maintenance, management and acquisition of halocarbon equipment and systems.

Accountability, Responsibility, Authority Framework

7. This MARCORD is issued under the authority of the Chief of the Maritime Staff (CMS).

8. Formation Commanders shall establish a Single Point of Reference and Subject Matter Expert to liaise with regional regulatory authorities and MARCOM regarding compliance and conformance capabilities and activities in the Formation.

9. Unit Commanding Officers that procure and/or manage halocarbon systems or equipment shall ensure that they have personnel properly educated and qualified as required by *FHR, 2003* (reference F) and take appropriate measures to minimize the potential for releases to the environment and to ensure compliance with Federal Regulations and DND Policies referenced above.

10. MSRMS 3 shall maintain this MARCORD on behalf of CMS to ensure that it remains relevant, effective and suitable

Policy Requirements

11. **SERVICING** - DND/CF personnel, including service providers contracted on behalf of DND/CF to work on systems and equipment containing halocarbons, including any work that might result in the release of a halocarbon, shall be qualified as outlined below:

- a. For refrigeration or air conditioning systems and equipment, DND/CF personnel and contractor maintainers shall hold a valid certificate indicating they have successfully completed an environmental awareness course in recycling, recovery, and handling procedures of halocarbon refrigerants as outlined in reference C, such as the course recognized by The Heating, Refrigeration and Air Conditioning Institute (HRAI) of Canada (reference I);
- b. For Fire Extinguishing Systems and Equipment that contain halocarbons, DND/CF personnel shall follow references G and H and have received, as a minimum, the appropriate technical training for servicing fire extinguishing systems along with an environmental awareness course in the handling of halocarbon based agents as outlined in reference K and hold an HRAI certificate; or
- c. For situations where fire extinguishing systems and equipment are maintained through civilian contracts, the contractor shall be certified by the Underwriters' Laboratory of Canada (ULC) to the appropriate service category and hold an HRAI certificate.

12. MARCOM units shall recover, recycle, and re-use available halocarbon. Halocarbons removed from equipment, and not required for local maintenance, shall be returned to Base/Formation Logistics for future re-use. Careful attention is to be applied to the re-use of containers for the same product as it previously contained. Transport of these containers is to follow MARCORD 66-05 (reference H) instructions. Quantities that exceed Formation requirements shall be returned to the Canadian Forces Supply System. Excess halon holdings are managed IAW the ADM(IE) Halon Management Policy (reference E). The Formation's Halocarbon SPR must approve any destruction or disposal of halocarbons.

13. A written or electronic record must be kept for 5 years whenever a system containing halocarbons is installed, serviced, leak tested or charged or if any other work is done on it that may result in the

release of a halocarbon. Annex B is extracted from *FHR, 2003* and contains all the information to be recorded on the various logs, tags and reports. This information is automatically collected as part of data entry into the DND's Halocarbon Management System (HMS). All MARCOM units that are responsible for generating and maintaining halon or halocarbon records shall be required to enter their information into HMS. HMS access and training shall be arranged and coordinated through the Formation's Halocarbon SPR.

14. In cases where DND/CF equipment is being managed by contract or cases where there are tenants of DND/CF land and facilities using halocarbon systems, applicable support contracts shall ensure stipulations specify compliance with the *FHR 2003 and ODSR 1998*. Formations will be required to establish internal direction to verify the data produced by contractors and have it entered into HMS. Contract Managers may use the checklist provided in DGE's "Compliance Checklists *FHR 2003* (Reference P) to assure that the appropriate compliance and liability stipulations are included. For the Fleet in foreign ports, best judgement is to be applied in finding suitable technical support consistent in principle with Canadian Federal Regulations. Under these circumstances the vessel's halocarbon SPR is responsible for determining compliance and recording the applicable information into HMS.

15. While equipment maintenance documentation and manufacturers' manuals continue to be considered the primary source for proper maintenance instructions, there may be instances where the manuals have not been satisfactorily updated to current regulations or out of date copies remain in circulation. Equipment managers and maintainers shall apply the following principals to all halocarbon systems and equipment or consult with the Formation Halocarbon SPR if there is any doubt:

- a. All labels required by the *FHR, 2003* must be properly affixed to the equipment. They are typically produced locally or may be obtained through the Formation Halocarbon SPR;
- b. While DND Preventive Maintenance routines may call for more frequent leak tests, a leak test is to be carried out once every 12 months on air conditioning and refrigeration systems that have a capacity greater than 19kW, and the date and time of the last two leak tests, maintainer ID and the results of the test are to be recorded in the service log;
- c. While DND Preventive Maintenance routines may call for more frequent leak tests, a leak test is to be carried out once every 12 months of all halon fire extinguishing systems and cylinders and the date and time of the leak test, maintainer ID and the results of the test are to be recorded in the service log;
- d. Sample manual service logs and leak test forms are provided in Class SEMS Manuals to enable local data collection; and
- e. Units that issue halocarbons for recharge are required to provide semi-annual inventory reports to the FSEO by 15 January each year using HMS printouts or the form provided in Class Manual or through the FSEO. All transfers are to be accounted for and an investigation initiated immediately upon discovery to explain any discrepancy.

16. **RELEASE REPORTING** -All halocarbon releases regardless of amount must be repaired and reported to the local Formation Safety and Environmental Officer (FSEO) as soon as possible following the discovery of the release. Formations are to develop appropriate Release Reporting Protocols and ensure the release information is entered into *SPILLNET* in accordance with reference I. Formations are to keep records on all halocarbon releases reported even though *SPILLNET* does contain specific threshold reporting quantities. DMSS 4 is to be included as an addressee on all OPDEFs, UCRs, TRANREQs and ODS release messages involving Fleet halocarbon equipment.

17. REPORTING FOR RELEASES IN EXCESS OF 100KG - The Formation Halocarbon SPR must be advised by Immediate Message or other comparable means (i.e. the Formation SPR must be personally made aware by either phone or personal email) of all releases greater than 100 kilograms (kgs) to facilitate an advisory to the Regional Authorities within 24 hours as required by reference E. D Env P, MSRMS 3, and DMSS 4 shall be info addressees. Reports on Halon releases shall also include CFFM and DMI as info addressees. Units shall forward investigation results to the Formation SPR within 12 calendar days of the release discovery unless otherwise authorized.

18. . SEMI-ANNUAL REPORTING – The Formation Halocarbon SPR shall provide semi-annual summary reports of all releases of halocarbons listed under Annex A in excess of 10 kg but not more than 100 kg to the respective Regional Environment Canada Office by 30 July and 30 January of each year as required by reference E. The FTA shall provide an update on outstanding Fleet investigations and Unsatisfactory Condition Reports as part of the report's preparation. Info copies of this semi-annual report shall also be sent to DEnvP, DMSS 4 and MSRMS.

19. EMERGENCY SITUATIONS - A leaking system may be re-charged if it is necessary to prevent an immediate danger to human life or health. Such re-charges are only permitted during the period where the danger persists and up to a maximum of seven days after the day on which the leak was detected. The Formation SPR is to be immediately advised of such circumstances for furtherance to regional authorities. The report must include the following as a minimum:

- a. The circumstances leading up to the immediate danger to human life or health and the nature of the danger;
- b. The amount of halocarbon charged to the system; and
- c. The expected date of repair of the leak or recovery of the remaining halocarbon from the system.

20. RELEASE INVESTIGATIONS - All releases of halocarbons listed at Annex A in excess of 10 Kg shall undergo an investigation. For straightforward equipment failure or previously documented deficiencies, the CO may use an Unsatisfactory Condition Report (reference M) to report the results and recommendations. However, if the circumstances merit more comprehensive attention with the expectation of a more complex finding, the CO should use either the Technical Investigation (reference N) or Summary Investigation (reference O) as appropriate. The Formation Halocarbon SPR is to be informed of all Formation investigation results; including UCRs. The Fleet Technical Authority (FTA) is also to be informed of all Fleet investigations (including UCRs) to identify and address any Fleet trends

LIST OF REGULATED HALOCARBONS

<u>Item</u>	<u>Halocarbon</u>
1.	Tetrachloromethane (carbon tetrachloride)
2.	1,1,1-trichloroethane (methyl chloroform), not including 1,1,2-trichloroethane
3.	Chlorofluorocarbons (CFC)
4.	Bromochlorodifluoromethane (Halon 1211)
5.	Bromotrifluoromethane (Halon 1301)
6.	Dibromotetrafluoroethane (Halon 2402)
7.	Bromofluorocarbons other than those set out in items 4 to 6
8.	Bromochloromethane (Halon 1011)
9.	Hydrobromofluorocarbons (HBFC)
10.	Hydrochlorofluorocarbons (HCFC)
11.	Hydrofluorocarbons (HFC)
12.	Perfluorocarbons (PFC)

INFORMATION TO BE CONTAINED IN RECORDS, FORMS, AND TAGS

Provision of Regulations	Type of Document	Information to be Contained on Form
8(2)	Dismantling, Decommissioning or Destruction Notice for a System	(a) name and address of owner of system (b) name of operator of system (c) specific location of system before its Dismantling, Decommissioning or Destruction (d) description of system (e) name of service technician who recovered halocarbons (f) certificate number of service technician (if applicable) (g) name of employer of service technician (if applicable) (h) type and quantity of halocarbon and date recovered (i) type and charging capacity of system (j) final destination of system
10(1)	Leak Test Notice for Refrigeration System and Air-Conditioning System	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) name of certified person (f) certificate number (g) name of employer of certified person (if applicable) (h) type of halocarbon contained in system (i) charging capacity of system (j) date of last two leak tests performed on system
18(3)	Notice of Charging of a Chiller that has Undergone an Overhaul with a Halocarbon Listed in any of items 1 to 9 of Annex A	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) type and quantity of halocarbon charged (f) date of charge (g) charging capacity of system

Provision of Regulations	Type of Document	Information to be Contained on Form
30(3)	Notice of Charging of a Fire-Extinguishing System with a Halocarbon Listed in items 1-9 of Annex A	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) type and quantity of halocarbon charged (f) date of charge (g) charging capacity of system
31(1)	Refrigeration System or Air-Conditioning System Service Log	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) name of certified person (f) certificate number (g) name of employer of certified person (if applicable) (h) dated list of leak tests, leaks detected and leak repairs (i) type and quantity of halocarbon and date recovered (j) charging capacity of system
31(1)	Fire-Extinguishing System Service Log	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) name of service technician (f) certificate number of service technician (if applicable) (g) name of employer of service technician (if applicable) (h) dated list of leak tests, leaks detected and leak repairs (i) type and quantity of halocarbon and date recovered (j) charging capacity of system

Provision of Regulations	Type of Document	Information to be Contained on Form
31(2)	Solvent System Service Log	(a) name and address of owner of system (b) name of operator of system (c) specific location of system (d) description of system (e) name of service technician (f) certificate number of service technician (if applicable) (g) name of employer of service technician (if applicable) (h) type and quantity of halocarbon and date charged to system (i) charging capacity of system
32(b) and 33(1)	Halocarbon Release Report	(a) name and address of owner of system (b) type and quantity of halocarbon released (c) date of release (d) type and description of system (e) circumstances leading to the release, corrective action and actions to prevent subsequent releases
34(1)	Request for a Permit to Install a Fire-Extinguishing System or Solvent System	(a) name and address of applicant (b) type and quantity of halocarbon (c) charging capacity of system (d) request for confidentiality under subsection 313(1) of Act (e) declaration referred to in subsection 34(2) and supporting information
34(1)	Request for a Permit to Charge a Fire-Extinguishing System or Solvent System with a Halocarbon Listed in items 1 to 9, 11 or 12, as the case may be, of Annex A	(a) name and address of applicant (b) type and quantity of halocarbon (c) charging capacity of system (d) request for confidentiality under subsection 313(1) of Act (e) declaration referred to in subsection 34(2) and supporting information
36(4)(b)	Report for Systems at Unoccupied Premises or an Unoccupied Site	(a) name and address of owner of system (b) street address of unoccupied premises or unoccupied site (c) street address of location of records, reports and notices referred to in paragraph 36(4)(a)

APPENDIX 3

DIRECTIVE # E7 – HALOCARBON MANAGEMENT

References

- A. Environmental Directive ED 4003-05, January 2004: Halocarbon Management
- B. Environmental Directive ED 4003-01/2003 Spill Reporting
- C. ADM (IE) Instruction 01/03 Halon Management Policy – 2003
- D. DND Sustainable Development Strategy
- E. MARCORD G-19 Halocarbon Management
- F. MARCORD 21-02 Maritime Command Technical Investigation
- G. MARPACORD 21-1 Boards of Inquiry, Summary Investigations and Technical Investigations
- H. Canadian Environmental Protection Act, 1999 Subsection 332(1) – Federal Halocarbon Regulations 2003
- I. Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems

Purpose

1. The directive provides direction and assigns responsibility for implementing sound management practices to ensure that MARLANT integral and lodger units comply with policy and legal references.

Scope

2. This directive applies to all MARLANT integral and lodger units that are owners of halocarbon systems, containers or recovery/recycling cylinders.

Definitions

3. Container: A cylinder, container or device that holds halocarbons.

4. Global Warming Potential (GWP): GWP is the ratio of the global warming caused by a substance relative to the global warming caused by a similar mass of carbon dioxide (CO₂) that is assigned a base value of 1.00. GWP is typically calculated for a time horizon of 100 years.

5. Ozone Depleting Potential (ODP): ODP is the ratio of the ozone depletion caused by a substance relative to the ozone depletion caused by a similar mass of chlorofluorocarbon (CFC) 11 that is assigned a base value of 1.00. ODP is calculated over the entire atmospheric lifetime of the ozone-depleting substance during which time it has a potential to deplete stratospheric ozone.

6. Halocarbons: Halocarbons are synthetic carbon-based compounds that contain halogen atoms such as fluorine, chlorine, bromine, iodine, and possibly hydrogen that can be released into the atmosphere. Halocarbons typically include chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), and bromofluorocarbons (halons).
For a more complete list of regulated halocarbons, refer to Schedule 1 of reference H.

7. Halocarbon Management System (HMS): The HMS (reference A) is an intranet database application located on the Defence Information Network (DIN). The database provides DND with a national inventory of halocarbon holdings.

8. Owner: Owner means to hold a right in or to have possession, control or custody of, to be responsible for the maintenance, operation or management of, or to have the power to dispose of, a system, container, or recovery/recycling unit.

9. Specialized Systems: A specialized system is not included for common uses. For example, a training system would be considered specialized.

10. SPILLNET: SPILLNET (reference B) is an intranet database application located on the DIN. The database provides DND with a national inventory of reportable spills. Entering spill data into SPILLNET within one working day of the event meets the requirement of this directive for reporting to DGE and CFFM.

11. System: Unless the context requires otherwise, means an air-conditioning system, a fireextinguishing system, or a refrigeration system.

Responsibilities

12. Formation Safety and Environment Officer (FSEO): FSEO is responsible for directing the MARLANT halocarbon management program, and is the point of contact for external agencies.

13. Staff Officer Environmental Engineer (SO Env Eng): SO Env Eng is responsible for the oversight and coordination of the MARLANT halocarbon management program.

14. Staff Officer Climate Change: SO Climate as the OPI and subject matter expert (SME) is responsible for the implementation and maintenance of the MARLANT halocarbon management program for ship and shore units. This includes:

- a. providing input for local halocarbon management policy;
- b. providing guidance to MARLANT units with regard to halocarbon management;
- c. updating the comprehensive management plan for the halocarbon management program;
- d. preparing the annual submission for the halocarbon management program for the FSE Level 3 Capability Plan;
- e. conducting halocarbon release trend analysis;
- f. maintaining Spillnet;
- g. providing HMS training as required;
- h. providing leak test notices to the units;
- i. consolidating and reporting the annual MARLANT halocarbon inventory;
- j. ensuring halocarbon releases are reported; and
- k. providing associated reports within DND and for external agencies.

15. MARLANT Units: MARLANT units are required to use the Halocarbon Management System (HMS) to inventory all their equipment, containers, and recovery/recycling systems containing halocarbons. Additionally, units must report all releases to the FSEO using the message template at Annex E7A.

16. Units are responsible to keep a list of the contractors and technicians working on systems and to ensure that contractors and technicians working on systems are trade certified. Units are required to keep a copy of technicians' certificate and their HRAI numbers.

17. Base Construction Engineering Officer (BCEO): The BCEO is responsible for all systems, excluding specialized systems, that are part of a building on MARLANT property. This includes fixed systems, regardless of their size, and the systems over 19 kW purchased with public funds. BCE shall maintain their Halocarbon inventory in accordance with the references E and H. BCE shall maintain a halocarbon management plan to phase out banned product in use and to retrofit or use alternate product in equipment containing banned product as per reference H.

18. Fleet Maintenance Facility Cape Scott (FMFCS): The unit is responsible to provide maintenance to the fleet, and to properly dispose of white appliances, as per reference H. FMFCS shall maintain a written report (i.e. FMF 12) detailing the work done to equipment containing halocarbons, and to provide a copy of the written report to the Unit that owns the equipment.

19. Base Logistics (BLog): The unit is responsible to maintain an inventory of halocarbons at the HAZMAT facility and to issue halocarbons and recovery cylinders in accordance with BLog SOPs related to receiving and issuing of Freon, Halon and Recovery Cylinders. The HazMat facility manager is responsible to ensure waste/surplus halocarbon is disposed and recovery cylinders are recertified in accordance with the reference H. BLog shall maintain a SOP to respond to an alarm resulting from a halocarbon release at the Hazmat facility.

20. Canadian Forces Naval Engineering School (CFNES): The unit is responsible to provide Naval Engineering and Damage Control education and training in support of Canadian Naval Operations including Ozone depletion substances (ODS) awareness training. The unit is responsible to maintain their training equipment and halocarbon inventory on site.

Direction

21. General: It is MARLANT's objective to be fully compliant with all applicable legislation and policy pertaining to halocarbon management. This shall be achieved by all units managing halocarbons responsibly. This includes managing the halocarbon inventory, minimizing the halocarbon releases through preventive maintenance program, reporting releases in timely fashion, conducting leak tests as required, recovering and disposing the waste halocarbon in accordance with the Federal Halocarbon Regulations (FHR) and switching to more environmentally friendly alternatives when available.

Inventories

22. Halocarbon Management System (HMS): All MARLANT ship and shore units that own, maintain and provide services to equipment, containers or recovery/recycling systems containing halocarbons and not including white appliances are required to inventory this information and enter it into the HMS. The SO Climate Change consolidates and reports the MARLANT halocarbon inventory. Ships/units shall report their halocarbon inventory from systems, containers and recovery/recycling units, to SO Climate Change annually by 31 January.

Release Reporting

23. Halocarbon Releases: All halocarbon releases, regardless of size, are reported to the FSEO using the message template at Annex E7A; Fleet units use the message template in SOP #3 of their respective class Safety and Environmental Management System.

24. Fixed halocarbon monitoring system: In the event of a visual or audible alarm, a leak test using hand held portable leak detector or soap test shall be conducted to pin point the release and recover the refrigerant if a release is confirmed.

25. Releases in Excess of 100 kg: Immediately report halocarbon releases in excess of 100 kg through immediate message to the FSEO. The initial report, verbal or written, must include the type of halocarbon, quantity, and the type of system, container or equipment from which it was released. Additionally, within 14 days complete the message template at Annex E7A and forward it to the FSEO.

26. Halon Releases: All halon releases, regardless of size are reported to Formation Safety and Environment immediately (references B and C). If details are not initially available, indicate this on the preliminary report message; forward additional information when it becomes available.

27. Investigations: In accordance with reference E, an investigation is required for all halocarbon and halon releases in excess of 10 kg. For straightforward equipment failure or documentation deficiency, the CO may use a UCR to report the results and recommendations. Send an email or message of conclusion indicating the corrective measures taken, the UCR date and reference number. However, if the circumstances merit more comprehensive attention with the expectation of a more complex finding the CO should use either the Technical Investigation (TI) or Summary Investigation (SI), references E and F, procedures as appropriate.

28. SPILLNET: FSE enters release information into SPILLNET in accordance with reference B.

Systems

29. All systems shall be installed and serviced in accordance with reference E.

30. Recovery Unit and Leak Test Detection Unit: Recovery units and leak testing equipment are to be maintained and calibrated in accordance with the manufacture and LCMM requirements.

31. Fixed Halocarbon Monitoring System: Fixed halocarbon monitoring systems are to be calibrated and maintained as per manufacture's requirements.

32. Private Systems: Ensure that a label, indicating ownership, is on any privately owned systems on MARLANT property. In the event that the system malfunctions, the owner is responsible for its repair or removal from MARLANT property.

33. Purchasing Systems: Units intent on purchasing systems, with public funds, such as

domestic fridges or small air conditioning units, etc., are required to contact the BCEO who will review the request and either authorize or deny the purchase.

34. Specialized Systems: MARLANT units that own specialized systems are responsible for their management under this directive.

35. New Systems: All new systems containing halocarbons to be installed or used in MARLANT shore units must operate with zero ODP and in accordance with Schedule 1 in reference H.

Record Keeping

36. General: All records, including corresponding records of notices, service logs and reports are to be kept at site for 5 years and be readily available to Environment Canada, if required. Notices of leak testing, dismantling, decommission or disposals are not to be removed unless replaced with a new one.

37. White Appliance: Domestic white appliances do not require a certified technician to install the unit as they are self-contained plugging system. Commercial units (i.e., reach in coolers, larger portable A/C) that are designed to be plugged in for operation, are not self-contained and can be serviced are required to be installed by a certified technician and service logs maintained for these systems. Any servicing, maintenance or decommissioning conducted on a white appliances must be in accordance with the reference H, which requires units to maintain service logs and corresponding records of leak tests and decommissioning notices.

38. Leak Testing: Conduct leak tests in accordance with reference E. Shore based halocarbon systems equal and greater than 19 kW shall be leak-tested every twelve months and a leak test notice affixed on the system. A leak test shall be conducted on systems regardless of the size following maintenance and the leak test notice is to be replaced with updated information. Ships are required to leak test monthly regardless of the size of the system containing halocarbons. Leak test stickers are to be replaced after regular maintenance or preventative maintenance.

39. Service Logs: All units are required to maintain service logs for system/cylinders. Fleet service logs are to be maintained for each cylinder on site when at sea, and leak tests are conducted in accordance with FHR. Preventative maintenance shall be logged in the service log as conducted.

40. Issuing Refrigerants: When units require halocarbons, the halocarbons are to be issued by BLog in accordance with the BLog SOPs related to receiving and issuing of Freon and Halon.

41. Dismantling, Decommission, and Disposal: Dismantling, decommission and disposal notices are required on systems in accordance with Schedule 2 of the FHR. The notices must be placed on systems that had halocarbon removed, and the notice is not to be removed unless

replaced with a new notice or a leak test notice. A dismantling notice is only required on a ship if the system has been dismantled for maintenance for greater than one month. Dismantling notice is only required on shore based equipment if the system has been dismantled for maintenance for greater than three months.

Handling And Storage

42. Handle and store containers in accordance with reference E/Directive #SE1 HazMat Management.

43. To reconcile halocarbon inventory and identify potential releases, the cylinder shall be weighed before and after the transfer of halocarbon.

44. Long Term Storage – Halocarbon stock stored more than twelve months shall be leak tested once every twelve months.

45. BLog is responsible to notify the receiving unit of receipt of halocarbons and the receiving unit is to provide the expected date of pickup. The receiving unit shall inform the BLog HazMat Manager if cylinders have to be stored beyond the expected date. BLog shall re-notify the receiving unit 7 days after the expected date of pick up. If the halocarbon cylinders are still not picked up, and there is no response from the receiving unit, BLog shall assess the situation and return the halocarbons to the distributor.

External Contact

46. All contact with other government departments or external agencies, concerning halocarbon related issues, is through the FSEO. the expectation of a more complex finding the CO should use either the Technical Investigation (TI) or Summary Investigation (SI), references E and F, procedures as appropriate.
Records

SPILLNET

Halocarbon Management System (HMS)

Hardcopy of release messages

Service logs

Inventories

Leak test Notices

Solicitation No. - N° de l'invitation
W3554-206281/A
Client Ref. No. - N° de réf. du client
W3554-206281

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

Buyer ID - Id de l'acheteur
HAL 203
CCC No./N° CCC - FMS No./N° VME

Corresponding Records of Notice

Attachments

Annex E7A - Halocarbon Release Report Message Template

Enquiries

MARLANT, Formation Safety and Environment:

Staff Officer Climate Change – (902) 722-4064

ANNEX E7A - HALOCARBON RELEASE REPORT MESSAGE TEMPLATE

FROM: (YOUR UNIT)

ACTION: MARLANTHQ HALIFAX N48

INFO: (YOUR COMMAND STRUCTURE)

SUBJ: HALOCARBON RELEASE REPORT

DATE AND TIME OF OCCURRENCE / DATE AND TIME OF DISCOVERY

REPORTED BY (NAME / RANK / PHONE NUMBER / UNIT)

TECHNICIAN'S NAME AND HRAI CERTIFICATION NUMBER

TYPE OF HALOCARBON RELEASED

QUANTITY RELEASED (KG) / QUANTITY RECOVERED (KG)

RESPONSIBLE UNIT

CAUSE OF THE RELEASE

TYPE AND DESCRIPTION OF SYSTEM THAT THE HALOCARBON WAS RELEASED FROM

LOCATION OF RELEASE (NAME OF PLACE, OR LATITUDE AND LONGITUDE OF SITE IF A DESCRIPTION IS NOT APPLICABLE)

CIRCUMSTANCES LEADING TO THE RELEASE

Solicitation No. - N° de l'invitation
W3554-206281/A
Client Ref. No. - N° de réf. du client
W3554-206281

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

Buyer ID - Id de l'acheteur
HAL 203
CCC No./N° CCC - FMS No./N° VME

SHORT DESCRIPTION OF THE INCIDENT

EVACUATIONS OR CASUALTIES

CORRECTIVE ACTION AND ACTIONS TO PREVENT SUBSEQUENT RELEASES

UNITS OR AGENCIES NOTIFIED (INCLUDE DATE / REPORTED BY / PERSON SPOKEN TO)

ADDITIONAL COMMENTS

UNIT COMMANDER (NAME / RANK / PHONE NUMBER)

If a halocarbon release of 100 kg or greater occurs the FSEO must report it to Environment Canada within 24 hours of the release. Therefore, all units must provide the following minimum information to FSEO, but the most expedient means possible in order to meet the 24-hour deadline:

TYPE OF HALOCARBON

TYPE OF SYSTEM

HOW MUCH WAS RELEASED

DATE AND TIME IT OCCURED

NOTE: Address questions concerning halocarbon release reports to the FSEO at 721-6882/721-6881