

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Refrigeration Equipment (Repair &	
Solicitation No. - N° de l'invitation W0103-125070/A	Date 2012-07-10
Client Reference No. - N° de référence du client W0103-125070	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-240-5968	
File No. - N° de dossier VIC-1-34638 (240)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-20	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hogg(VIC), Mike	Buyer Id - Id de l'acheteur vic240
Telephone No. - N° de téléphone (250) 363-3916 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"

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PART 1 GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form DND 626 and any other annexes.

“There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.”

“The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).”

2. SUMMARY

Requirement

To provide all labour, materials, tools, equipment, supervision and transportation necessary to provide Refrigeration and Air Conditioning Repairs, Servicing and Alterations to HVAC units located throughout CFB Esquimalt in Victoria, BC and in accordance with Annex "A" Statement of Work. New units may also be required on an 'as and when' requested basis.

All work shall be for a three (3) year period, in accordance with all details identified herein.

3. DEBRIEFINGS

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

PART 2 BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The **2003 (2012-03-02)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Equivalent Products B3000T

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

2. SUBMISSION OF BIDS

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

Acceptance of Electronic Proposals

Proposals submitted by Facsimile are acceptable provided they are received prior to the time specified for closing of proposals and contain the proposal reference number and closing date. Facsimile

proposals must be confirmed in writing within two (2) working days after bid closing unless specified otherwise in the bid solicitation. All documents confirming bids should bear the word "**Confirmation**".

"Bidders should clearly understand that the responsibility for transmission of proposals is entirely theirs"

The PWGSC facsimile number for receipt of bids is **(250)363-3344**.

3. ENQUIRIES - BID SOLICITATION

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

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

4. APPLICABLE LAWS

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

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

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PART 3 BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid

The Offeror must clearly understand the requirement described in the Request for Proposal (RFP).

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment herein. Harmonized Sales Tax (HST) will be extra to the prices quoted if applicable.

Exchange Rate Fluctuation: *C3011T dated (2010-01-11)*

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including all Annexes detailed herein.
- (b) A representative of Canada will evaluate the bids.

Mandatory Requirements:

The following will be taken into consideration in the evaluation of your proposal. To be responsive, only suppliers meeting all Mandatory Requirements will be considered. Bids not meeting all of the mandatory requirements will be given no further consideration.

	Yes	No
1. Provide your companies profile clearly outlining the company structure including the proposed service team, available to perform the work for Government of Canada requirements. This is to include a list of organizational resources such as staff, equipment, available materials, and any other relevant information that would assist us in being able to feel confident that your company can handle the scope of work pertaining to this requirement by providing the following:		
a) Copies of all Certificates for a minimum of two (2) full time personnel that have current Provincial Trade Certification in Refrigeration and Air Conditioning and Ozone depleting substance certification. Provincial registration numbers and copies of certificates must be provided with your offer.	_____	_____
b) Provide work descriptions of a minimum of three (3) completed refrigeration/HVAC repair projects valued at \$5,000.00 or more carried out within the past two (2) years to demonstrate that you have the capability to provide the level of service identified herein. This is to include the work descriptions and number of personnel used, as well as the dollar value and contact numbers and phone numbers.	_____	_____
2. All personnel used to perform the work must be trained in Worker Hazardous Materials Information (WHMIS).	_____	_____
3. The successful Offeror must have prior work experience within the last three (3) years in all the equipment listed below:	_____	_____
- heat pump systems	_____	_____
- HVAC systems:	_____	_____
- walk-in coolers/freezers	_____	_____
- commercial display units	_____	_____
- low voltage control systems	_____	_____

- 4. The successful Offeror must be able to comply with the Emergency Call-out requirement described below; _____
- 5. The successful Offeror must have one or more service vehicles that are stocked _____
with standard emergency parts, materials and equipment;
- 6. Acceptance of all Terms and Conditions; _____
- 7. Adherence to Specifications outlined in this Request for Standing Offer; _____
- 8. Completion of the Request for Standing Offer. _____

2. BASIS OF SELECTION

The Contract will be awarded to the lowest priced, responsive offer(s). It is anticipated that only one (1) Contract will be awarded as a result of this Request for Proposal to ensure all equipment is covered.

PWGSC reserves the right but is not obliged to perform any of the following:

- a) seek clarification or verify any or all information provided by the Bidder with respect to this Bid Solicitation;
- b) contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at PWGSC to verify and validate any information or data submitted by the Bidder.

Evaluation of Price A0222T

- 1. The price of the bid will be evaluated as follows:
 - (a) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- 2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- 3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- 4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

Payment of Invoices by Credit Card H3027T

Canada requests that bidders complete one of the following:

- Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- VISA MasterCard

or

- Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

PART 5 CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Federal Contractors Program - Certification A3030T

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at **\$200,000.00** or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the

Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the **Government Contracts Regulations**. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- Equity
- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
 - (b) is not subject to the FCP, being a regulated employer under the Employment Act, S.C. 1995, c. 44;
 - (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
 - (d) is subject to the FCP, and has a valid certificate number as follows: _____
(e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Status and Availability of Resources A3005T

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2. CERTIFICATIONS REQUIRED

Bidders must submit the following duly completed certifications.

- a) The Bidder must provide copies of Provincial Trade Certification in Refrigeration and Air Conditioning and Ozone depleting substance certification. Provincial registration numbers and copies of certificates.

Certifications A3015T

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Rate Certification - Commercial Services (Canadian-based Bidder) C0600T

The Bidder certifies that the rate proposed:

- (a) is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. SECURITY REQUIREMENT

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;

- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
 3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

PART 7 RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

Requirement

To provide all labour, materials, tools, equipment, supervision and transportation necessary to provide Refrigeration and Air Conditioning Repairs, Servicing and Alterations to HVAC units located throughout CFB Esquimalt in Victoria, BC in accordance with Annex "A" Statement of Work. New units may also be required on an 'as and when' requested basis.

All work shall be for a three (3) year period, in accordance with all details identified herein.

Locations

All work will be provided to, but not limited to, the following locations:

- Dockyard/Signal Hill/Yarrows: Esquimalt and Canteen Rd, Esquimalt, Victoria, BC
- Colwood: Wilfert Rd, Colwood, BC
- Belmont Park: Belmont Rd, Colwood, BC
- Rocky Point: Rocky Point Rd, Metchosin, BC

Task Authorization Limit

C9011C

The Project Authority may authorize individual task authorizations up to a limit of **\$60,000.00**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

Minimum Work Guarantee - All the Work - Task Authorizations

B9030C

1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **10%**

-
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

Task Authorization - Department of National Defence

B9051C

The administration of the Task Authorization process will be carried out by DND, CFB Esquimalt, BCEO. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

Task Authorization Process

B9054C

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description (Statement of Work) of the task using the DND 626 Task Authorization Form provided as Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA signed by the Project Authority) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

2. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2012-03-02) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. SECURITY REQUIREMENT

1. The Contractor **must**, at all times during the performance of the Contract, hold a valid Designated Organization Screening (**DOS**), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **each** hold a valid **Reliability Status**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provision of the:
 - (a) Security Requirements Check List and security guide
 - (b) Industrial Security Manual (latest edition)

4. TERM OF CONTRACT

4.1 Period of the Contract

The period of the Contract is from **the date of Contract to** _____.

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mike Hogg
Supply Specialist
Public Works and Government Services Canada
Pacific Region Acquisitions
Victoria, BC V8W 2Z4
Telephone: (250)363-3916
Facsimile: (250)363-0395
E-mail: mike.hogg@pwgsc.gc.ca

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

5.2 Project Authority/Site Authority

The Project Authority for the Contract is:

Dept. of National Defence
CFB Esquimalt
Base Construction Engineering Officer
Victoria, BC V9A 7N2

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

5.3 Contractor's Representative

The following Contractor's representative shall be responsible for the management of this Contract:

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

The Project Authority will be able to contact the following for regular and emergency service calls, after hours:

24 Hour Emergency Contact Information:

Name: _____
Telephone: _____
Cell: _____
Pager: _____

6. PAYMENT

6.1 Basis of Payment

All work shall be paid in accordance with Annex "B" Basis of Payment herein.

6.2 Limitation of Expenditure - cumulative Total of all Task Authorizations C9010C

1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$1,500,000.00**. Customs duties are included as applicable and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date,
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all approved TAs, inclusive of any revisions,

whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Inspection and Acceptance D5328C

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.4 Payment of Invoices by Credit Card H3027C

The following credit card(s) (as specified by the Bidder) are accepted: ()VISA ()MasterCard

6.5 Multiple Payments H1001C

Canada will pay the Contractor upon completion and delivery of units 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. INVOICING INSTRUCTIONS**Invoicing Instructions** H5001C

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 (as applicable):

- a) a copy of the release document and any other documents as specified in the Contract;
 - b) a copy of the invoices, receipts, vouchers for all direct expenses;
 - c) a copy of the monthly maintenance report.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Dept. of National Defence
CFB Esquimalt
BCEO, Bldg No. 575
Victoria, BC V9A 7N2
Attn: Contracts
 - b) One (1) copy must be forwarded to the Contracting Authority (PWGSC) identified under the section entitled "Authorities" of the Contract.

8. CERTIFICATIONS

Certifications A3015C

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. SACC MANUAL CLAUSES

Canadian Forces Site Regulations A9062C

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

Status of Work Area

All work areas shall be left clean and tidy at the completion of the project. All debris and waste materials are to be removed from site by the Contractor.

Shipment of Hazardous Materials B1505C

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material

safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

Hazardous Waste Disposal A9019C

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

10. APPLICABLE LAWS

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

11. PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-03-02) General Conditions - Higher Complexity - Services
- (c) Annex "A", DND Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____ (insert date of bid)

12. INSURANCE

Insurance Requirements

G1001C

The Contractor must comply with the insurance requirements specified herein. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Commercial General Liability Insurance G2001C

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 **\$2,000,000.00** 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (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.
- (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 acknowledgment of receipt 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

All Risk Property Insurance *G3001C*

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than **\$2,000,000.00**. The Government's Property must be insured on "Replacement Cost" basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

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- (b) Loss Payee: Canada as its interest may appear or as it may direct.
- (c) subrogation Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of against Canada as represented by Dept.of National Defence, CFB Esquimalt and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Annex "B"

Basis of Payment

Only a DND626 Task Authorization form can be used for requesting miscellaneous work against this Contract. All work shall be on an 'as and when' requested basis in accordance with the terms and conditions of the contract.

Dept. of National Defence will issue a DND 626 Task Authorization as follows:

- i. The Technical Authority prepares a Statement of Work (SOW) describing the task using a DND626 Task Authorization (TA) form;
- ii. The Dept. of National Defence Procurement Authority submits the DND626 TA form containing the SOW to the Contractor;
- iii. The Contractor reviews the Task SOW and provides a Quote, using the DND626 TA form on the level of effort (LOE) to complete the task to the DND Procurement Authority, using the rates established in the Contract.
- iv. The DND Procurement Authority reviews the LOE Quote with the Technical authority and seeks approval to proceed;
- v. If the Quote is within the DND task approval financial ceiling limitation, the DND Procurement Authority signs the DND626 TA form and forwards a copy to the Contractor and to the PWGSC Contracting Authority. The Contractor can begin the work after receipt of an authorized copy of the DN626 TA form.
- vi. If the Quote exceeds the DND task approval financial ceiling limitation, the PWGSC Contracting Authority must also sign prior to DND releasing it to the Contractor.
- vii. Amendments to the DND626 TA form require completion of a DND626 amendment form. The DND Procurement Authority will approve tasks where the amended value is within the threshold established in the Contract. The PWGSC Contracting Authority must sign any amendment that exceeds the threshold before the DND procurement Authority releases it to the Contract.
- viii. The Contractor may not begin work before receiving the approved DND626.

The information below identifies the requirements of Dept. of National Defence, CFB Esquimalt. All rates and prices shall remain firm for the complete period of the Contract. Estimated usage provided, is only an approximation of the requirement given in good faith. Canada shall not be bound to accept services in the quantity specified, but only for those hours actually required and used by the Consignee on an as and when requested basis.

NEW HVAC UNITS

The prices below for new HVAC units will remain firm for the complete period of the Contract.

#	Description	Size	Firm Unit Price
1	Fujitsu Wall Mount A/C R410A, Ref # 18CL -or Equivalent	1 Tonne	Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____
2	Fujitsu: HFI Wall mtd Heat Pump	1.5 Tonne	Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____
3	Fujitsu: Ref # 24CL1 - or Equivalent	2 Tonne	Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____
4	Fujitsu: Ref # 30CLX1 - or Equivalent	2.5 Tonne	Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____
5	Fujitsu: Ref # 36CLX1 - or Equivalent	3 Tonne	Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____

CALL-OUT RATES

Service Calls:

Service calls can be charged at a firm Call-out Rate, when authorized by the DND Project Authority.

Call-out rates apply to miscellaneous repairs and other miscellaneous related work in conjunction with Refrigeration and Air Conditioning Services. Call-out rates from the Contractor's site to the DND Site location shall include, Travel Time to the jobsite, plus one (1) hour of productive labour in the performance of the work. Call-out rates can only be charged for once, for each individual authorized DND626 Task Authorization.

		Estimated # of Calls per Year	Firm Rate per Call-out
a)	Unrestricted Licensed Refrigeration & Air Conditioning Tradesman	20	Yr 1 \$ _____/Call Yr 2 \$ _____/Call Yr 3 \$ _____/Call
b)	Trades Assistant	5	Yr 1 \$ _____/Call Yr 2 \$ _____/Call

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Yr 3 \$ _____/Call

LABOUR

The labour rates below will be for miscellaneous related "task authorized" work involving repair and overhaul services of various Refrigeration and Air Conditioning Units located throughout CFB Esquimalt in the Greater Victoria area, as well as miscellaneous service requests. All rates shall include all Labour, Supervision, Transportation and Equipment to the site. These rates shall remain firm for the complete period of the Contract plus the one year option if applicable, and shall exclude any applicable taxes, such as the Harmonized Sales Tax, which must be shown as a separate item on the invoice for payment.

- **Regular Hours:** is Regular Working Hours, Monday - Friday, 07:30-1600 hours
- **Outside Regular Hours:** is Outside Regular Working Hours, Monday - Friday and all day Saturday
- **Sunday/Stat Holidays:** is Sunday and Statutory Holidays
- **Emergency Rates:** is "as soon as possible up to a maximum of 4 hours" response time

The Contractor shall provide the following personnel to complete the work in accordance with Annex "A" DND Statement of Work.

	Estimated Annual Usage			Firm All Inclusive Hourly Rates
1. Unrestricted Licensed Refrigeration and Air Conditioning Tradesman				
Regular Hours:	400	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	
Outside Regular Hours:	40	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	
Sunday/Stat Holidays:	5	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	
Emergency Rates:	5	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	
2. Trades Assistant/General Labourer				
Regular Hours:	200	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	
Outside Regular Hours:	1	Year 1	\$ _____/Hr	
		Year 2	\$ _____/Hr	
		Year 3	\$ _____/Hr	

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Sunday/Stat Holidays:	1	Year 1	\$ _____/Hr
		Year 2	\$ _____/Hr
		Year 3	\$ _____/Hr

Emergency Rates:	3	Year 1	\$ _____/Hr
		Year 2	\$ _____/Hr
		Year 3	\$ _____/Hr

Materials

Miscellaneous related materials, replacement parts and special equipment outside the scope of normal work used to perform the work, shall be charged at your laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm **Mark-up of _____%** for all years excluding Harmonized Sales Tax (HST) which must be shown as a separate item on the invoice for payment.

Verification by providing copies of receipts attached to invoices, or at time of payment, may be requested by the Consignee.

Time Verification C0711C

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Overtime

No overtime work shall be performed unless authorized in advance and in writing by Canada's authorized representative. Any request for payment at the rate(s) specified in the Contract must be accompanied by a copy of the overtime authorization DND626 and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorization.

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NOTE TO BIDDERS: Please cut the mailing label below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile the Fax No. is (250)363-3344, use this sheet as the cover sheet. Always ensure your company name, return address, GETS/Merx reference number, solicitation number and closing date appear legibly on the outside of your bid submission.



BID RECEIVING
Public Works and Government Services Canada
401 - 1230 Government St
Victoria, BC
V8W 3X4

Solicitation No.: W0103-125070/A

Closing Date: 2:00 PM,