

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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 Furnace Cleaning and Inspection	
Solicitation No. - N° de l'invitation W3713-13KN05/B	Date 2012-08-09
Client Reference No. - N° de référence du client 3713-13-MKN05	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-655-5907	
File No. - N° de dossier KIN-2-38068 (655)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-19	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Semple, Patrick	Buyer Id - Id de l'acheteur kin655
Telephone No. - N° de téléphone (613) 530-3117 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE STN FORCES KINGSTON P.O.BOX 17000 KINGSTON Ontario K7K7B4 Canada	

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 / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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 bid solicitation cancels and supersedes previous bid solicitation number W3713-13KN05/A dated 2012-06-11 with a closing of 2012-07-23 at 02:00pm EDT.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

To supply labour, plant, materials, transportation, storage, and equipment required to provide cleaning and minor servicing of gas fired, forced air heating units; gas fired boilers; gas fired hot water tanks; heat recovery ventilation units; wood and gas fired fireplaces; and battery replacement and testing of CO/smoke alarms in the residential housing units at Canadian Forces Base (CFB) Kingston. The work is fully detailed in Annex A "Statement of Work".

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 *Standard Acquisition Clauses and Conditions* (<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.

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Ontario.

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.

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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment, Annex B. The total amount of Harmonized Sales Tax (HST) must be shown separately, if applicable.

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 the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Bidders must demonstrate their compliance with the following Mandatory Technical Criteria.

Bids not meeting the following Mandatory Technical Criteria will be given no further consideration.

1.1.1 Mandatory Technical Criteria

M1 The Contractor must include in their bid a complete listing of trade persons who will perform the work along with proof of their respective valid qualifications, as follows:

(A) Service persons working on gas-fired equipment shall hold a valid Gas Technician 1 (G1) or Gas Technician 2 (G2) Certificate issued by the Technical Standards and Safety Authority (TSSA).

Proof must be provided in the form of a copy of the technicians valid certificate.

(B) Cleaning of wood burning fireplace must be performed by a service person holding a valid WETT certification.

Proof must be provided in the form of the service person's Full Name, Company Name and Address as registered with WETT, together with their valid WETT number.

PWGSC will verify the validity of the WETT certification with Wood Energy Technology Transfer Inc, 189 Queen Street East, Suite 1, Toronto, ON M5A 1S2.

(C) Knight Boilers for apartments are to be serviced by service persons holding a Knight Service Training Certificate issued by Aquatech/Lochinvar which certifies they have completed the Knight product training program.

Proof must be provided in the form of a copy of the service person's Knight Service Training Certificate as issued by Aquatech/Lochinvar.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Harmonized Sales Tax excluded.

- (a) To be responsive the Bidder must:
- 1) Provide pricing for each pricing period in the Basis of Payment in Annex "B".
 - 2) Not alter the format of the Basis of Payment in Annex "B".
- (b) The pricing for all pricing periods will be added to calculate the Bidder's total evaluated price.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form(PWGSC-TPSGC 229), for each individual named in the list.

2. 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.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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

(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 Equity 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, and/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;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

2.2 Status and Availability of Resources

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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

To supply labour, plant, materials, transportation, storage, and equipment required to provide cleaning and minor servicing of gas fired, forced air heating units; gas fired boilers; gas fired hot water tanks; heat recovery ventilation units; wood and gas fired fireplaces; and battery replacement and testing of CO/smoke alarms in the residential housing units at Canadian Forces Base (CFB) Kingston. The work is fully detailed in Annex A " of Work"

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010C(2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of contract is from date of contract award to December 15, 2012 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patrick Semple
 Title: Intern Officer
 Organisation: Public Works and Government Services Canada,
 Acquisitions Branch
 Address: 86 Clarence Street,
 Kingston, Ontario, K7L 1X3
 Telephone: 613-530-3117
 Facsimile: 613-545-8067
 E-mail address: patrick.semple@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

The Project Authority for the Contract is: (To be filled in by PWGSC at contract award)

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

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

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

5.3 Contractor's Representative

(to be completed by the bidder)

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____-____-____
 Facsimile: ____-____-____
 E-mail: _____.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a " price" as specified in the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Harmonized Sales Tax is extra, if Applicable.

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

6.2 Monthly Payment

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

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

7. 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 the completed maintenance checklist for each address included for each invoice as outlined in Annex "A" Statement of Work, under Detailed Instructions, point 2.7 Inspection Reports. Contractor to provide a cost break down to Technical Authority at the start of project.

2. Invoices must be distributed as follows:

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

8. Certifications

8.1 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. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-03-02) Services Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Pricing Basis;
- (e) Annex C, Insurance Requirements
- (f) Annex D, Supporting Documents and Checklists
- (g) Annex D, the Contractor's bid dated _____

11. G1001C (2008-05-12) Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

12 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

1 BACKGROUND

The Canadian Forces Housing Agency (CFHA) is an agency of the Department of National Defence (DND). It is responsible for providing Canadian Forces members and their families with access to family housing in support of departmental operational requirements. The Housing Management Office in Kingston currently manages 473 residential units, 144 of which are apartments.

2 OBJECTIVE

The objective of this statement of work is to obtain the services of a Contractor to provide cleaning and minor servicing of gas fired, forced air heating units, gas fired boilers, gas fired hot water tanks, heat recovery ventilation units, wood and gas fired fireplaces and battery replacement and testing of CO/smoke alarms in the residential housing units at CFB Kingston.

3 SCOPE

The scope of work is detailed in the specification. It is summarized as follows:

- a. Inspection and servicing of the mechanical equipment for 329 residential housing units, 144 apartments and 29 apartment common areas;
- b. Cleaning of furnaces and replacement of filters;
- c. Cleaning and servicing of heat recovery ventilation units;
- c. Cleaning of fireplaces, boilers, chimneys, drainage/servicing of HWTs; and
- d. Changing the batteries and testing the operation of all CO/smoke alarms.

4 REQUIREMENTS

The majority of the work to be performed by the Contractor under this contract is detailed in the specification, and is broadly defined in the above scope.

Under no circumstance shall the level of maintenance be less than what has been defined in the specification.

All work must be completed before the start of the heating season.

The Contractor is responsible for making all necessary appointments and must provide sufficient crews to ensure the work is completed on time.

5 QUALITY ASSURANCE

CFHA's Technical Authority will inspect the work to ensure that the level of service is consistent with the standards of acceptance.

Solicitation No. - N° de l'invitation

W3713-13KN05/B

Client Ref. No. - N° de réf. du client

3713-13-MKN05

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38068

Buyer ID - Id de l'acheteur

kin655

CCC No./N° CCC - FMS No/ N° VME

6 DELIVERABLES

The Contractor is to provide a written report on the condition of equipment for every address.

7 ACCEPTANCE OF SERVICES

If services provided are deemed unsatisfactory, CFHA will contact the Contractor in writing and request that acceptable corrective actions be taken immediately. All costs incurred by the Contractor to correct the situation shall be borne by the Contractor.

8 GOVERNMENT SUPPLIED FACILITIES

CFHA will provide access to all water and electricity required to complete cleaning requirements for vacant units. In the occupied units, the Contractor is to make arrangements with the occupant to use the services or to provide temporary power if necessary.

DETAILED INSTRUCTIONS

Cleaning and Inspection of Furnaces, Boilers, Hot Water Tanks, Fireplaces and CO/Smoke Alarms

PART 1 - GENERAL

1. Description of Work

a. This work covers the supply of all labour, plant, materials, transportation, storage, and equipment required to complete an inspection and cleaning of:

- (1) gas fired forced air heating units
- (2) gas fired boilers
- (3) gas fired hot water tanks in houses
- (4) gas fired fireplaces
- (5) carbon Monoxide/smoke alarms
- (6) HRV systems in houses; and
- (7) 1 wood burning fireplace at 6 Meritt.

b. The work also includes inspection of all connected ductwork, flue vents, and chimneys.

c. This work is to be carried out at residential housing units and apartment blocks at CFB Kingston, Ontario. See Annex D for list of addresses.

2. Codes and Standards

a. All work will be performed in accordance with CAN/CGA 149HB-95, Natural Gas Installation Code, Technical Standards and Safety Authority TSSA, the National Building Code of Canada (NBC), CAN/CSA-B139 latest editions, and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

3. Qualifications/Workmanship

a. The Contractor shall utilize only licensed tradesmen and apprentices supervised by a licensed Journeyman to perform any and all inspection and maintenance work.

- (1) Service persons working on gas-fired equipment shall hold a valid Gas Technician 1 (G1) or Gas Technician 2 (G2) Certificate issued by the Technical Standards and Safety Authority (TSSA).
- (2) Cleaning of wood burning fireplace must be by a WETT certified Contractor.
- (3) Knight Boilers for apartments are to be serviced by personnel certified by Lochinvar as having passed their training program.

b. In addition to demonstrating compliance with the Mandatory Technical Criteria of the bid solicitation, at any time after contract award, upon the request of the Technical Authority, the Contractor shall provide a complete listing of trade persons along with proof of their respective qualifications.

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- c. The Contractor shall have in his/her possession, on site at all times, a gas detector approved by CSA or ULC and have this with him/her on entry to the building and throughout the entire inspection.
 - d. Workmanship is to be of uniform high quality and in accordance with standard practice.

4. Work Schedule and Inspections/Service

- a. (1) The schedule of inspections for all locations noted, shall be submitted to the Technical Authority no more than fourteen (14) calendar days after award of contract. Inspections are to be scheduled to start a maximum of fourteen (14) calendar days from the date of approval of the schedule. The work must be completed by December 15, 2012.

(2) For Option Year 1 and Option Year 2, the schedule of inspections for all locations noted, shall be submitted to the Technical Authority by May 1. The Work must be completed in the period between June 1 and September 30, inclusive.
- b. All services and/or equipment covered under this Contract shall receive inspection and service required by the completion date. This Inspection schedule shall indicate the location and number of personnel necessary to complete all inspections by the contract completion date.
- c. Once submitted schedules have been accepted by the Technical Authority, no changes will be made without written approval.
- d. Upon approval of the Inspection Schedule, the Contractor shall arrange to carry out the inspections by giving a written bilingual notice, hand delivered, to the occupants of each address at least seven (7) calendar days prior to the scheduled inspection date. This notice will include the purpose of the visit, date and time to be carried out, and the Contractor's name and phone number if other arrangements must be made.
- e. A second, final notice will be delivered in the event the occupant is not at home. This notice shall state Final Notice and will include Contractor's name and phone number as well as a site representative's local cell phone number. Records are to be kept of all of all unsuccessful appointments for future reference. Contractor is to make allowances for revision of scheduled inspections.
- f. If, after 48 hours have lapsed, an occupant has not called to make alternative arrangements, the Contractor shall notify the Technical Authority in writing of the dates of original and final written notice. The Technical Authority will then contact occupant through formal means.
- g. The Contractor shall notify the Technical Authority on a weekly basis on which street his crews are working.

5. Contractor's Personnel

- a. The Contractor shall ensure a complete list of personnel shall be maintained and updated as necessary.
- b. The Contractor or his appointed supervisor shall be on site at all times.

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- c. The Contractor will notify the Technical Authority in writing one week in advance of any change to the appointed supervisor.
 - d. The Contractor shall provide cellular phone access to the Technical Authority between the hours of 0800hrs and 1700 hrs, Monday to Friday, inclusive.

6. Technical Authority Inspection of Work

- a. The Technical Authority will conduct random inspections of work already completed and shall request additional work, adjustments or cleaning where deemed necessary.
- b. Where supplementary inspections are required, the Contractor shall arrange to have such inspections done, ie Union Gas, etc.
- c. The furnace cleanings will be monitored regularly and unsatisfactory performance will be reported to the Contractor by means of a written communication. Deficiencies will be rectified and the Contractor will indicate remedial action taken in writing to the Technical Authority within one (1) working day. The remedial work shall be considered incomplete until the Technical Authority is satisfied.

7. Cleaning

- a. All work areas shall be kept clean. If work must be finished the following day, the entire area shall be cleaned, pending completion of work. All refuse shall be removed from the site.
- b. Access to work area must be left in clean condition. Provide drop sheets and/or remove overshoes or any dirty apparel before entering any location. Costs incurred for subsequent cleaning shall be borne by the Contractor.
- c. Upon completion of work, the Contractor shall remove all surplus materials, tools and debris, etc., and restore the site to a clean condition.

Part II - EXECUTION

1. General

- a. This work is to be completed in accordance with this Instruction and Annex D, and includes but is not limited to the following:
 - (1) Access to all equipment as referenced herein to complete the inspection and cleaning of components;
 - (2) The completion of a thorough and detailed inspection, with conclusions in report form on the condition and operation of all furnaces, boilers, hot water tanks and fireplaces within residential units and apartment blocks;
 - (3) The cleaning of equipment components and removal, disposal and replacement of furnace air flow filters;
 - (4) Drainage of 20 litres of water from every hot water tank within each unit. The main drain valve shall be utilized vs the pressure relief overflow outlet.

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- (5) To not replace any parts or equipment other than specifically required under this instruction, but to report (per Annex D) on the need for replacement.
 - (6) To reinstall any removed parts of the equipment and to ensure equipment and systems are functioning correctly upon completion of inspection.
 - (7) To check the operation of all CO/smoke alarms within a specific dwelling unit and/or common area of the apartment blocks and all other interconnected smoke alarms.
 - (8) The back-up battery of CO/smoke alarms will be replaced with a 9 volt alkaline battery in all residential units, apartment block units, and apartment block common areas.

2. Service Inspection

2.1 Furnaces/Boilers

- a. Clean once with the following checks and as per Check List provided in Annex D;
- b. For boilers in apartments and apartment common areas, the following shall be checked:
 - (1) Limit switches and pumps
 - (2) Thermostats and all controls (identify which apartment has thermostat)
 - (3) Pipe insulation (note any missing or loose pipe insulation)
 - (4) Relief valves
 - (5) Individual apartment and common area radiator valves
 - (6) Knight Boilers for apartments .

2.2 Hot Water Tanks

- a. Check burner and pilot operations
- b. Check burner and remove carbon deposits
- c. Check to ensure controls are functioning
- d. Clean burner area of tank
- e. Drain 20 litres of water from tank

2.3 Gas Fireplace

- a. Clean once as per Fireplace Service Checklist provided in Annex "D"

2.4 Wood Fireplaces

- a. Clean flue and submit written report on the condition of fireplace /chimney.

2.5 Heat Recovery ventilation units

- a. Clean/service as per manufacturers written instructions. Clean filters and recovery core, heels and blower blades and condensation tray. Run system, checking all operation modes, ensure condensation drain is clear, wipe entire unit and oil where necessary.

2.6 CO/Smoke Alarms

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- a. Test operation of smoke alarms in all apartment block common areas and in residential and apartment block units - check interconnected operation for proper function and replace battery.

2.7 Inspection Reports

- a. The Contractor is to provide a completed maintenance checklist for each address. These are to be submitted on a monthly basis to coincide with submission of monthly invoice.
- b. Completed checklist forms are to be provided to the Technical Authority in two separate 8 1/2" x 14" - 4 ring binders. One binder will be added to as monthly inspection forms are submitted; the other will contain a compilation of all forms when the project is completed . The Contractor will be responsible for organizing the monthly reports in numerical order by address.
- c. Each checklist form shall indicate equipment's condition as well as any work that was performed and each piece of equipment replaced, listed by; type, serial number, model no., date, service person's name and licence no. as applicable as well as technical data indicated in the specification. The Contractor shall include any recommendations for additional service.
- d. The Contractor shall not undertake additional service work without written authorization from the Technical Authority.
- e. Checklist Forms are attached at Annex D for reproduction at the Contractor's expense. Contractor is to verify that all specified information is provided.

Part III - SAFETY REQUIREMENTS

- a. The Contractor shall observe construction safety measures of the Canada Labour Code- Part II, the National Building Code 2010 Part 8, Provincial Government Regulations and Workers' Compensation Board provided that in any case of conflict or discrepancy, more stringent requirements shall apply.
- b. Any unsafe condition or equipment requiring tagging shall be reported immediately to the Technical Authority in writing.
- c. The Contractor shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health Canada.
- d. **Fire Safety Requirements:**
- (1) The Technical Authority will coordinate arrangements for the contractor to be briefed on Fire Safety at pre commencement meeting.
- (2) The Contractor will know the location of nearest telephone and will report immediately any fire incidents to 911.
- (3) The fire alarm system will not be obstructed, shut off, or left inactive at the end of a

working day.

- (4) The Contractor shall supply fire extinguisher(s) necessary to protect the work in progress and the contractors physical plant on site.
- (5) There is no smoking permitted in any federal government premises.
- (6) Oily waste is to be stored in approved receptacles to ensure maximum cleanliness and safety; this includes greasy or oily rags.
- (7) The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- (8) Transfer of flammable and combustible liquids will not be carried out in the vicinity of open flames or any type of heat producing devices.
- (9) Flammable liquids having a flash point below 38°C such as naphtha or gasoline will not be used as solvents or cleaning agents.

e. **Hazardous Substances**

- (1) Work entailing the use of toxic or hazardous materials, chemicals and/or explosives, or otherwise which creates a hazard to life, safety or health, will be in accordance with the National Fire Code of Canada.
- (2) When work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers, equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with the level of protection necessary for Fire Watch is at the discretion of the Base Fire Chief (BFC). Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with the Fire Chief.
- (3) Contractor is to obtain from the BFC a "Permit" for work involving construction heaters, welding, cutting, grinding and soldering, the use acetylene oxy-acetylene, gas operated equipment (i.e. saws etc.), propane and blow torches in buildings or facilities.
- (4) Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. The BFC is to be informed prior to and at the cessation of such work.

Part IV - CUSTOMER CARE

- a. Contractor is to maintain courteous discussions with occupant at all times.
- b. Due to the nature of the project work, some occupants may express concern. The contractor must ensure all explanations of work fully address the safety precautions to be taken to protect occupants during their inspection/servicing.
- c. Contractor will inform occupant prior to the commencement of any works:
 - (1) What work is to be done;

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- (2) How the work will be done;
 - (3) Who will be involved in the performance of the work;
 - (4) How long the work will take to complete;
 - (5) What degree of inconvenience there might be to the customer;
 - (6) What safety measures are being implemented; and
 - (7) What the daily clean-up schedule will be during the performance of the works.
- d. The Contractor is to only perform the work of this contract and is not to undertake any work for the occupant while this contract is in effect.
 - e. Should the Contractor observe any aspects of the works to be performed as being defective, limited, ineffective, wasteful or in any other way unacceptable in his view, he is not to discuss or in any way indicate any of his opinions with or to the unit/occupant. Any of these observations are to be brought to the attention of the Technical Authority only.
 - f. At no time is the Contractor to enter into any discussions with the unit/occupant that may leave the occupant with any expectations with respect to the works being performed.
 - g. Contractor's etiquette when working in or about the premises will consist of the following:
 - (1) Knock on the front door of the unit/occupant living unit and obtain verbal approval prior to entrance;
 - (2) There is to be no smoking or the use of any form of tobacco product in or about the premises;
 - (3) Contractor is only to use his own prearranged washroom facilities and is NOT to use the washroom facilities of the occupant;
 - (4) Should any confrontation occur with the occupant, please terminate discussion immediately and inform the Technical Authority.
 - h. The Contractor is to protect the premises as follows:
 - (1) Stockpiles of materials, tools or equipment are not to be on any occupant premises;
 - (2) Contractor's employees or any individuals associated with the Contractor are to park their vehicles in areas approved by the Technical Authority and not on lawns;
 - (3) Contractors may not block access to occupant's parking area with their vehicles or equipment;
 - (4) The work site and access to it is to be kept clean and tidy at all times and a complete clean-up is to be undertaken at the end of each work day prior to the Contractor leaving the site.
 - i. Contractor is to make arrangements for and supply his own electrical, water and heat as required for the performance of the intended work in occupied units.
 - j. The Contractor may use the electrical services available in unoccupied premises with the approval of the Technical Authority.

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KIN-2-38068

Buyer ID - Id de l'acheteur

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ANNEX "B"

Pricing Basis

Contract Period:

Year #1: Date of award to 15 December 2012

Year #2: 16 December 2012 to 30 September 2013 (Option Year #1)

Year #3: 1 Octobre 2013 to 30 September 2014 (Option Year #2)

Pricing Instructions

Pricing is to be an all inclusive price to perform the services as specified in Annex A. HST is not to be included in the pricing below and will be shown as a separate item on all invoices. Lot prices for each pricing period must be provided.

To provide Cleaning and Inspection of Furnaces, Boilers, Hot Water Tanks, Fireplaces and CO/Smoke Alarms as detailed in Annex "A".

Pricing Period

Lot Price

Year 1	Contract Award to 15 December, 2012.	\$	_____
Option Year 1	16 December, 2012 to 30 September, 2013.	\$	_____
Option Year 2	1 October, 2013 to 30 September 2014.	\$	_____

ANNEX "C"**INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The 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.
 - (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.

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- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours):To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

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- (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire

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ANNEX "D"

Supporting Documents and Checklists

- (1) Address Listing;
- (2) Smoke Alarm and Additional Requirements for Boiler Check List,
- (3) Furnace Boiler and Hot Water Tank Service Checklist;
- (4) Fireplace Inspection Checklist.