

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 Ice Plant Maintenance		
Solicitation No. - N° de l'invitation W0113-120282/A	Date 2013-05-10	
Client Reference No. - N° de référence du client W0113-120282		
GETS Reference No. - N° de référence de SEAG PW-\$TOR-212-6272		
File No. - N° de dossier TOR-2-35346 (212)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-25		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: Shaw, Marian		Buyer Id - Id de l'acheteur tor212
Telephone No. - N° de téléphone (905) 615-2065 ()		FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Borden 160 Ramillies Rd - Bldg P-154 Borden Ontario L0M1C0 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

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. Former Public Servant - Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

4. 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.

5. Applicable Laws

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

6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on 24 May 2013, at 10:00 am, Contracts Conference Room, Room 234, 16 Ramillies Road (P-154), CFB Borden, Borden, Ontario. Bidders must communicate with the Contracting Authority no later than one (1) day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 - (3 hard copies)

Section II: Financial Bid - (2 hard copies)

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 should:

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

Section I: Technical 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. The total amount of Applicable Taxes must be shown separately.

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

1.1.1 Mandatory Technical Criteria

Item No.	Mandatory Technical Criteria	Identify page number in your proposal where the information can be found
1	The Bidder must have attended the Mandatory Site Visit	
2	<p>The bidder must provide the names of at least two (2) of their technicians who will be assigned to work on DND's equipment, with the proposal at time of bid closing.</p> <p>In addition, the bidder must prove that the assigned technicians meet the criteria detailed below:</p>	
	<p>a) The Technicians must be certified by the Province of Ontario, Ministry of Training, Colleges and Universities, and hold a valid 313A Refrigeration and Air Conditioning Systems Mechanic's certificate of qualification. The bidder must provide a copy of the current valid certificate for each technician with the proposal at time of bid closing.</p> <p>An equivalent certificate of qualification from another province or territory will be acceptable if it is endorsed with an interprovincial endorsement (Red Seal) and a copy of the current valid certificate for each technician is provided with the proposal at time of bid closing</p>	
	b) At least one technician must have factory training on Mycom reciprocating ammonia compressors. A copy of a valid training certificate must be provided with the proposal at time of bid closing.	
	c) The Technicians must be in possession of a valid Ozone Depletion Prevention Card, issued by the Heating, Refrigeration and Air Conditioning Institute of Canada, for the Province of Ontario. A copy of the current valid Ozone Depletion Prevention Card must be provided for each technician with the proposal at time of bid closing.	
3	<p>The bidder must provide three (3) recent* letters of reference from arena or curling rink operators which show satisfaction with the bidder's overall performance, with the proposal at time of bid closing.</p> <p>*Recent means dated within the last two (2) years.</p>	

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The Bidder must complete and submit Annex B, Basis of Payment in the format provided, with their bid at time of bid closing. Pricing must be provided in Canadian funds for the Firm and Option Periods.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.3 Bids will be evaluated based on the prices detailed in Annex B - Basis of Payment. The prices detailed in Annex B - Basis of Payment will be input into Annex E - Calculation of Price for Evaluation Purposes.

The price used in the evaluation will be the Total Aggregate Price for the entire contract period including all option periods.

2. Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

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

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

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

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

2.3 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract

2. Statement of Work

2.1 Firm Requirement

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

2.2 Task Authorization

The Contractor must provide the inspection, maintenance and repair services on an "as and when requested basis" for the Ice Plant at CFB Borden, in accordance with the Statement of Work at Annex "A" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

The Contractor must provide qualified personnel to perform all services under the contract.

2.2.1 Task Authorization Process

Task Authorization:

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 Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in 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 Technical Authority, if at all possible, within 2 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 authorized by the Technical 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.

2.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$20,000.00 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 Contracting Authority before issuance.

2.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

2.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence (DND), Technical Services Construction Engineering, CFB Borden. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2.2.5 Periodic Usage Reports - Contracts with Task Authorizations

Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31; and
 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2013-04-25), 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 the Contract is from 1 August 2013 to 31 July 2015.

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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marian Shaw
Supply Specialist
Public Works and Government Services Canada
Ontario Region - Acquisitions
33 City Centre Dr., Mississauga, ON L5B 2N5
Telephone : 905-615-2065
Facsimile: 905-615-2060
E-mail address: marian.shaw@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 Technical Authority (To be completed by Canada at contract award).

The Technical Authority for the Contract is:

Name: _____
Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative *(To be completed by the Bidder).*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada

7. Payment

7.1 Basis of Payment - Firm Unit Price(s)

For the Firm Requirement (Preventative Maintenance) in accordance with the Statement of Work in Annex A

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s), as specified in Annex B for a cost of \$ _____ *(amount to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

7.2 Limitation of Price *(For the firm requirement)*

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.3 Basis of Payment - Firm Unit Price(s)- Task Authorizations

For the Task Authorization or "As and When Requested" Requirement of the Statement of Work in Annex A.

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm price(s) in accordance with the Basis of Payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*amount to be inserted at contract award*). Customs duties are included 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, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized 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.

7.5 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*amount to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.6 Single Payments

SACC Manual clause H1000C (2008-05-12) Single Payment

7.7 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7.8 SACC Manual Clauses

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

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 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.

10. Applicable Laws

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

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 2010C (2013-04-25) General Conditions - Services (Medium Complexity);

- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Signed DND 626, Task Authorizations;
- (g) the Contractor's bid dated _____, as clarified on _____.

12. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
A9016C (2007-11-30) Hazardous Waste Disposal
A9039C (2008-05-12) Salvage
B1505C (2006-06-16) Shipment of Hazardous Materials
D3010C (2012-07-16) Dangerous Goods/Hazardous Products

13. 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.

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File No. - N° du dossier

TOR-2-35346

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

STATEMENT OF WORK

The document is attached separately - 8 Pages

ANNEX B**BASIS OF PAYMENT**

All prices are in Canadian funds including Canadian customs duties, FOB destination and Applicable Taxes are extra.

Firm Period (Year 1 and 2) - 01 August 2013 to 31 July 2015**1. Firm Requirement****A. Preventive Maintenance**

The Contractor must complete the inspections, start up and shut down maintenance services in accordance with Annex A.

The prices below is an all inclusive firm rate per year/inspection and includes but is not limited to: all labour, material, tools, equipment, transportation, profit and overhead.

Item	Location	All inclusive Firm Rates
1	Fall Start Up	\$_____ per year
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection
2	Summer Shut Down	\$_____ per year
4	Summer Maintenance	\$_____ per inspection

2. Task Authorized Requirement (As and When Requested Requirement) for Repair Service (Remedial Maintenance)**A. Service Calls** (including emergency calls)

The Service Call pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when the TA is received by the Contractor. If the Service Call exceeds one (1) day, no additional Service Call rates will apply.

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / call
2	Outside regular working hours (Monday to Saturday)	\$_____ / call
3	Sunday and Stat. Holidays	\$_____ / call

B. Labour - Labour ONLY in addition to article A:

The Labour pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / hour
2	Outside regular working hours (Monday to Saturday)	\$_____ / hour
3	Sunday and Stat. Holidays	\$_____ / hour

C. Material and Replacement Parts: Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a mark-up of ____%.

Laid Down Cost - Mark-up

For the purpose of this Contract, "Laid Down Cost" shall be defined as: "The cost incurred by a contractor to acquire a specific product or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. The "Mark-up" includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit

ANNEX B - BASIS OF PAYMENT (CONTINUED)**OPTION PERIODS****Option Period 1 (Year 3) - From 01 August 2015 to 31 July 2016****1. Firm Requirement****A. Preventive Maintenance**

The Contractor must complete the inspections, start up and shut down maintenance services in accordance with Annex A.

The prices below is an all inclusive firm rate per year/inspection and includes but is not limited to: all labour, material, tools, equipment, transportation, profit and overhead.

Item	Location	All inclusive Firm Rates
1	Fall Start Up	\$_____ per year
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection
2	Summer Shut Down	\$_____ per year
4	Summer Maintenance	\$_____ per inspection

2. Task Authorized Requirement (As and When Requested Requirement) for Repair Service (Remedial Maintenance)**A. Service Calls (including emergency calls)**

The Service Call pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when the TA is received by the Contractor. If the Service Call exceeds one (1) day, no additional Service Call rates will apply.

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / call
2	Outside regular working hours (Monday to Saturday)	\$_____ / call
3	Sunday and Stat. Holidays	\$_____ / call

B. Labour - Labour ONLY in addition to article A:

The Labour pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / hour
2	Outside regular working hours (Monday to Saturday)	\$_____ / hour
3	Sunday and Stat. Holidays	\$_____ / hour

C. Material and Replacement Parts: Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a mark-up of ____%.

Laid Down Cost - Mark-up

For the purpose of this Contract, "Laid Down Cost" shall be defined as: "The cost incurred by a contractor to acquire a specific product or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. The "Mark-up" includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit

ANNEX B - BASIS OF PAYMENT (CONTINUED)**Option Period 2 (Year 4) From 01 August 2016 to 31 July 2017****1. Firm Requirement****A. Preventive Maintenance**

The Contractor must complete the inspections, start up and shut down maintenance services in accordance with Annex A.

The prices below is an all inclusive firm rate per year/inspection and includes but is not limited to: all labour, material, tools, equipment, transportation, profit and overhead.

Item	Location	All inclusive Firm Rates
1	Fall Start Up	\$_____ per year
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection
2	Summer Shut Down	\$_____ per year
4	Summer Maintenance	\$_____ per inspection

2. Task Authorized Requirement (As and When Requested Requirement) for Repair Service (Remedial Maintenance)**A. Service Calls (including emergency calls)**

The Service Call pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when the TA is received by the Contractor. If the Service Call exceeds one (1) day, no additional Service Call rates will apply.

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / call
2	Outside regular working hours (Monday to Saturday)	\$_____ / call
3	Sunday and Stat. Holidays	\$_____ / call

B. Labour - Labour ONLY in addition to article A:

The Labour pricing is an all inclusive price for each person responding to a request for service and it includes but is not limited to: profit, overhead, direct labour, tools and equipment required to perform the service required after the first hour of on site productive labour for each service representative

Item	Description	Mechanic
1	During regular working hours (Monday to Friday)	\$_____ / hour
2	Outside regular working hours (Monday to Saturday)	\$_____ / hour
3	Sunday and Stat. Holidays	\$_____ / hour

C. Material and Replacement Parts: Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a mark-up of ____%.

Laid Down Cost - Mark-up

For the purpose of this Contract, "Laid Down Cost" shall be defined as: "The cost incurred by a contractor to acquire a specific product or service to the government, exclusive of the Goods and Services Tax and/or the Harmonized Sales Tax. The "Mark-up" includes applicable purchasing expense (less trade discounts), internal handling and general and administrative expenses plus profit

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.

- 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. Environmental Impairment Liability Insurance

- 1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2. 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.
- 3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

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Buyer ID - Id de l'acheteur

tor212

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W0113-120282

File No. - N° du dossier

TOR-2-35346

CCC No./N° CCC - FMS No/ N° VME

ANNEX D

DND 626 TASK AUTHORIZATION FORM

The document is attached separately.

ANNEX E**CALCULATION OF PRICE FOR EVALUATION PURPOSES**

The rates proposed on Annex B, Basis of Payment will be used herein for Financial Evaluation. Should there be any discrepancies in the rates, the rates on Annex B, Basis of Payment will prevail.

Firm Period (Year 1 and 2) - 01 August 2013 to 31 July 2015**1. Firm Requirement****A. Preventive Maintenance**

Item	Location	All inclusive Firm Rates	Qty.	Extended Price
1	Fall Start Up	\$_____ per year	2	\$
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection	12	\$
2	Summer Shut Down	\$_____ per year	2	\$
4	Summer Inspection	\$_____ per inspection	2	\$

2. Task Authorized (TA) Requirement (As and When Requested Requirement) (Remedial Maintenance)

Item	Description	Firm Rate	Estimated Hours	Extended Total
A.	Service Calls (including emergency calls) Tradesperson: MECHANIC			
1	During regular working hours (Monday to Friday)	\$_____ / call	50	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____ / call	10	\$_____
3	Sunday and Stat. Holidays	\$_____ / call	10	\$_____

B.	Labour - Labour ONLY in addition to article A: Tradesperson: <u>MECHANIC</u>			
1	During regular working hours (Monday to Friday)	\$_____/ hour	10	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____/ hour	8	\$_____
3	Sunday and Stat. Holidays	\$_____/ hour	8	\$_____
TOTAL - YEAR 1 and 2 (Sum of the Extended Totals for the Firm Requirement + TA Requirement)				\$_____

Option Period 1 (Year 3) - From 01 August 2015 to 31 July 2016**1. Firm Requirement****A. Preventive Maintenance**

Item	Location	All inclusive Firm Rates	Qty.	Extended Price
1	Fall Start Up	\$_____ per year	1	\$
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection	6	\$
2	Summer Shut Down	\$_____ per year	1	\$
4	Summer Inspection	\$_____ per inspection	1	\$

2. Task Authorized (TA) Requirement (As and When Requested Requirement) (Remedial Maintenance)

Item	Description	Firm Rate	Estimated Hours	Extended Total
A.	Service Calls (including emergency calls) Tradesperson: MECHANIC			
1	During regular working hours (Monday to Friday)	\$_____ / call	25	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____ / call	5	\$_____
3	Sunday and Stat. Holidays	\$_____ / call	5	\$_____

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B.	Labour - Labour ONLY in addition to article A: Tradesperson: <u>MECHANIC</u>			
1	During regular working hours (Monday to Friday)	\$_____/ hour	5	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____/ hour	4	\$_____
3	Sunday and Stat. Holidays	\$_____/ hour	4	\$_____
TOTAL - YEAR 3 (Sum of the Extended Totals for the Firm Requirement + TA Requirement)				\$_____

Option Period 2 (Year 4) - From 01 August 2016 to 31 July 2017**1. Firm Requirement****A. Preventive Maintenance**

Item	Location	All inclusive Firm Rates	Qty.	Extended Price
1	Fall Start Up	\$_____ per year	1	\$
2	Bi-Monthly Inspections (six (6) per year)	\$_____ per inspection	6	\$
2	Summer Shut Down	\$_____ per year	1	\$
4	Summer Inspection	\$_____ per inspection	1	\$

2. Task Authorized (TA) Requirement (As and When Requested Requirement) (Remedial Maintenance)

Item	Description	Firm Rate	Estimated Hours	Extended Total
A.	Service Calls (including emergency calls) Tradesperson: MECHANIC			
1	During regular working hours (Monday to Friday)	\$_____ / call	25	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____ / call	5	\$_____
3	Sunday and Stat. Holidays	\$_____ / call	5	\$_____

B.	Labour - Labour ONLY in addition to article A: Tradesperson: <u>MECHANIC</u>			
1	During regular working hours (Monday to Friday)	\$_____/ hour	5	\$_____
2	Outside regular working hours (Monday to Saturday)	\$_____/ hour	4	\$_____
3	Sunday and Stat. Holidays	\$_____/ hour	4	\$_____
TOTAL - YEAR 4 (Sum of the Extended Totals for the Firm Requirement + TA Requirement)				\$_____

ANNEX A
STATEMENT OF WORK

W0113-120282

1. Introduction

The Department of National Defence (DND), Tech Services Construction Engineering requires the inspection, maintenance and repairs to the ice plant at CFB Borden, Borden Ontario, Canada.

2. Location of Work

The location of the work is at the Andy Anderson Arena Building T-126, located at 100 Ramillies Road, CFB Borden, Borden, Ontario, L0M 1C0.

3. Scope

The work involves the following:

- i. The Contractor must provide all labour, materials, tools, equipment and transportation required for the inspection, maintenance and repairs to the Ice Plant and other ice making equipment, as detailed herein.
- ii. The work performed will be in accordance with;
 1. The Canadian Environmental Protection Act, 1999 (1999, c.33), Ozone Depleting Substances Regulations (ODS), 1998 (SOR/99-7), Code of Practice and other relevant regulations and guidelines in effect upon contract award.
 - i. Maintenance personnel must have in their possession a valid Ozone Depletion Prevention Card, issued by the Province of Ontario while working with equipment which is capable of releasing an ozone depleting substance or greenhouse gas.
 2. CSA B52, Mechanical Refrigeration Code, current instance;
 - a. Maintenance personnel must have in their possession a valid 313A Refrigeration and Air Conditioning Systems Mechanic license issued by the Province of Ontario, or an equivalent certificate

of qualification issued by another jurisdiction with a red seal endorsement.

3. Other relevant codes and acts which would normally be associated with the operation and maintenance of ammonia ice plants.

- a. Maintenance personnel must only work within the scope of their license or certificate of qualification. If the work falls outside of the scope of their qualification additional qualified personnel may be authorized by the Project Authority

- iii. The work must be performed by either the manufacturer of the equipment or a qualified/certified trained service technician.
 - iv. The service technician prior to performing the work must provide proof of certification to the Service Site Authority.
 - v. The Contractor must supply all consumable materials required for the maintenance. These materials could include, but is not limited to such items as grease, lubricants, oil and cleaning materials.

1. DND will provide compressor oil and refrigerant ammonia.

4. Maintenance Services

Maintenance service provided must be such that equipment is kept in good working condition and that maintenance, when necessary, is completed within the shortest possible time to ensure continual operation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

- a. For the purposes of the Contract, the “Principal Period of Maintenance” or the “PPM” means the period between the hours of 07:30 A.M. to 16:00 P.M., Monday to Friday, excluding statutory holidays.
 - b. The following services must to be provided:
 - i. Preventative Maintenance:
 1. Preventative inspection must be performed, as detailed below, during the PPM. The contractor must provide a written report of any recommended remedial maintenance items which are identified during the preventative maintenance inspections.

ii. Remedial Maintenance:

1. The Contractor must also provide remedial maintenance which could include repairs on an as and when requested basis. Remedial maintenance, including labour and replacement of unserviceable parts, must commence within twenty-four (24) hours of notification from Canada that it is required.

iii. Emergency Maintenance:

1. The Contractor must provide an emergency maintenance service within 4 hours of being alerted to a maintenance issue.
2. The Contractor must identify the procedure in writing to the project authority to initiate emergency maintenance which could include, but not be limited to emergency telephone numbers and email contact addresses.
3. The Contractor must limit emergency repairs to restoring operation of the service. The Project Authority must be contacted to approve any maintenance above and beyond that required to maintain operation of the ice plant.

5. Performance of Work

- a. The Contractor must provide preventative maintenance and repair services required to ensure a safe, reliable and efficient refrigeration plant operation.
- b. The Contractor will be responsible for the following:
- c. All labour to complete the preventative maintenance as outlined for the equipment listed in Schedule "A".
- d. Preventative maintenance services included for this arena;
 - i. One (1) Annual Refrigeration System Start Up, date to be arranged by CFB Borden, typically the last week of August or the first week of September.
 - ii. One (1) End of Season System Shut Down, date to be arranged by CFB Borden,

- iii. Compressor Oil Changes as per OEM (Original Equipment Manufactures) specifications,
 - iv. Compressor Top End Inspections as per OEM specifications, with the approval from CFB Borden before starting work,
 - v. Bi-Monthly Inspections, six (6) per year,
 - vi. System Preventative maintenance (Schedule “B”)
- e. One (1) eight (8) hour training session per year. This would typically be carried out during the summer maintenance cycle.
- f. Certify, record and document all pressure and safety controls operation on an annual basis.
- g. Certify, record and document all pressure relief valves to ensure testing records are current and less than five (5) years old.
- h. All labour, to complete the repairs on the equipment listed in Schedule “A”.
- i. This will be for regular and emergency response service for the refrigeration system twenty four (24) hours per day, seven (7) days per week.
- j. Service Support by the Contractor’s refrigeration specialists.
- k. Services of certified factory trained Contractor’s ammonia mechanics.
- l. Prepare and maintain a customized Refrigeration System Maintenance Log Book and related documentation.
- m. The Contractor’s representative while on site for maintenance, must instruct users in the proper operation of the unit.
- n. Contractor must provide when requested quotes for equipment, spare parts and ammonia refrigerant.
- o. The Department of National Defence, Tech Services Construction Engineering will be responsible for the following:
 - i. Provide access to all the equipment listed in Schedule “A”.
 - ii. Provide a ladder to reach equipment mounted in high locations.

- iii. Operate refrigeration system(s) as per manufacturer's instructions.
- iv. Provide the Contractor with two (2) weeks notice for refrigeration system start-up and shut down for effective planning and scheduling purposes.
- v. Promptly notify the Contractor of any unusual operation and shut down any equipment that may be further damaged by additional operation.

6. Schedule "A"

- a. The following is the major equipment list that will be included under the Contract
 - i. Andy Anderson Arena
 - 1. 3 – Mycom six (6) cylinders compressors with fifty (50) hp motors
 - 2. 1 – Plate & frame heat exchanger
 - 3. 1 – Evaporative condenser
 - 4. 1 – Cold brine pump
 - 5. 1 – Warm brine pump
 - 6. 1 – Condenser water pump
 - 7. 1 – Control panel
 - 8. 1 – Rink Controller
 - 9. 1 – 3000E Control system
 - 10. All refrigeration plant operating controls
 - 11. NH3 Leak detection equipment, sensors and annunciation devices
 - 12. 2 – DX Dehumidifiers

- b. Equipment may be added or deleted from this contract. The contractor will be notified by PWGSC in writing of the addition or deletion of equipment.

7. Schedule “B”

- a. Preventative Maintenance includes the following:
 - i. Program Administration
 - ii. Inspecting compressors, condensers, chillers, valves, piping, insulation, pumps, generators, panels etc.
 - iii. Testing and inspecting to determine operating conditions and efficiency.
 - iv. Checking for excessive vibration, checking motors, fans, refrigerant oil, glycol, water condition, crankcase heaters, control systems etc.
 - v. Inspecting for worn or failed parts, mountings, drive couplings, refrigerant leaks, water, oil leaks, oil levels, equipment rotation and refrigerant charge.
 - vi. Preventative Maintenance to calibrate, adjust, clean, align, tighten, and lubricate equipment. These procedures will extend equipment life and insure proper operating conditions and efficiency.
 - vii. Preventative Maintenance must include:
 - 1. Adjusting:
 - a. Refrigerant charge
 - b. Fans
 - c. Belt tension
 - d. Set points of controls and limits.
 - 2. Aligning
 - a. Belt drives
 - b. Pulleys

- c. Drive couplings.

3. Lubricating

- a. Motors
- b. Bearings
- c. Pumps
- d. Fans
- e. Valve stems
- f. Linkages.

4. Cleaning

- a. Electrical components
- b. Baffles
- c. Sump tank
- d. Floats, condenser components
- e. System equipment and machine rooms.

5. Tightening

- a. Mounting bolts
- b. Electrical components, paying particular attention to all high voltage connections which are to be tightened on at least an annual basis to alleviate cold flow of connections
- c. Pipe hangers and clamps
- d. Refrigerant piping and fitting
- e. Connections.

6. Make recommendations for part replacement as necessary to maintain peak plant efficiency.

7. Monitoring of all pressures, temperatures and operating conditions.
8. Review the operators log on a monthly maintenance to ensure faults are rectified in a timely manner.
9. Provide Technical Support.

8. Written Reports

The Contractor must provide one (1) copy of the written report to the Service Site Authority upon completion of the inspection or repair. The documentation must include, but not be limited to:

- a. The date of the visit, facility name and building number, the work completed, work required, condition of the unit, hours and material used. The Service Site Authority must be supplied all maintenance reports.
- b. Delivery of service must be as directed in the list of deliverables.

9. Deliverables

The Contractor must provide the following deliverables to the Project Authority in accordance with the Contract and the DND 626 Task Authorization Form.

- i. Inspections (Preventative Maintenance)
- ii. Remedial Maintenance – on an as and when requested basis.
- iii. Emergency Maintenance – as and when required
- iv. Written Reports.
- v. Contractor must provide spare parts, equipment and ammonia refrigerant as requested.

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat	
		Task no. – N° de la tâche	
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction	
Previous value – Valeur précédente			
To – À		<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à			
Delivery/Completion date – Date de livraison/d'achèvement			
		<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Date</div> <div>for the Department of National Defence pour le ministère de la Défense nationale</div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>			
<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</div> <div></div> </div>			

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.