



**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**

<b>Title - Sujet</b> AC & Refrigeration Leak Testing	
<b>Solicitation No. - N° de l'invitation</b> W0114-11P037/A	<b>Date</b> 2012-11-21
<b>Client Reference No. - N° de référence du client</b> W0114-11-P037	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-655-5989	
<b>File No. - N° de dossier</b> KIN-2-38073 (655)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Semple, Patrick	<b>Buyer Id - Id de l'acheteur</b> kin655
<b>Telephone No. - N° de téléphone</b> (613) 530-3117 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Kingston 6 Moro St 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

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

<div>  <div>Public Works and Government Services Canada</div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.W0114-11P037/A		Part - Partie 1 of - de 2	
				See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions			
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req. Del. Offered Liv. offerte
1	AC & Refrigeration Equipment Leak Testing	W0114	W0114	1	Each	\$XXXXXXXXXXXX	See Herein

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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 provide all labour, materials and equipment to carry out Semi- Annual leak testing on Air Conditioning and Refrigeration Systems (Systems), in various areas at CFB Kingston. Full details are given 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 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.

### **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 8.5 x 11 inch (216 mm x 279 mm) 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. The total amount of Goods and Services Tax (GST) or 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 listing of qualified trade persons, as defined below, who will perform the work, along with proof of their respective valid qualifications;

All work shall be performed by a Refrigeration and Air Conditioning Systems Mechanic holding a valid Certificate of Qualification as per Base Standing Order (BSO) 16.04 and Realty Asset Instruction 01/01 attached as ANNEX "E".

The minimum requirement is possession of:

- (1) a current Ontario Refrigeration and Air Conditioning Systems Mechanic Certificate; and
- (2) an HRAI (Heating and Air Conditioning Institute of Canada) approved ODP (Ozone Depletion Prevention) card as per FHR (Federal Halocarbon Regulations), 2003.

Proof must be provided as follows:

- (1) a copy of the mechanic's valid and current Ontario Refrigeration and Air Conditioning Systems Mechanic Certificate of Qualification, and
- (2) a copy of the mechanic's valid HRAI approved ODP card.

- M2** Mechanics must be factory qualified to work on YORK and SMARDT systems.

Proof must be provided in the form of:

- (1) a copy of the mechanic's certificates of training issued by YORK and SMARDT.

#### 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 - 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 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. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **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**

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 Former Public Servant Certification

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

### 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 the Goods and Services Tax or Harmonized Sales Tax.

## **Certification**

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

## **2.4 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.

## **2.5 SACC Manual Clause A3010T (2010-08-16) Education and Experience**

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

### **1. Security Requirement**

There is no security requirement associated with the requirement.

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

To provide all labour, materials and equipment to carry out Semi- Annual leak testing on Air Conditioning and Refrigeration Systems (Systems), in various areas at CFB Kingston. Full details are given in Annex A, Statement 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 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 (2012-11-19), 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 March 31, 2014 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 one (1) additional one (1) year period 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 address: \_\_\_\_\_

## 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 "firm 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 Single Payment

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

## 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.

## 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 (2012-07-16) Services (Medium Complexity) .
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Equipment Information;
- (g) Annex E, Halocarbon Management - Base Standing Order - BSO 16.04;
- (h) Annex F, Inspection Form;
- (i) Annex G, Example of a Leak Test Date Sheet;
- (j) Annex H, Release Report;
- (k) 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

Solicitation No. - N° de l'invitation

W0114-11P037/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin655

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

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File No. - N° du dossier

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KIN-2-38073

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kin655

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

W0114-11-P037

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX "A"**

**STATEMENT OF WORK**

DEPARTMENT OF NATIONAL DEFENCE

CANADIAN FORCES BASE KINGSTON

BASE CONSTRUCTION ENGINEERING

CONTRACT SPECIFICATION  
FOR  
LEAK TESTING  
OF  
AIR CONDITIONING & REFRIGERATION EQUIPMENT  
VARIOUS AREAS  
CANADIAN FORCES BASE KINGSTON

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## PART 1 - GENERAL

### 1.1 Description of work

- a) Work requirements are to provide all labour, materials and equipment to carry out Semi-Annual leak testing on Air Conditioning and Refrigeration Systems (Systems), in various areas at CFB Kingston.
- b) Where a leak has been detected, and the system contains more than 99 kg of refrigerant, the contractor will IMMEDIATELY inform the Technical Authority and:
  - Isolate the leaking portion of the system;
  - Recover all the refrigerant from the system into containers supplied by CE, to determine the amount of refrigerant released to the atmosphere; and
  - Submit a written release report to the Technical Authority and the Base Environment Officer
- c) Where a leak has been detected, and the system contains between 10kg and 99kg of refrigerant, the contractor will IMMEDIATELY inform the Technical Authority and:
  - Isolate the leaking portion of the system.
  - Determine the amount of halocarbon released and
  - Submit a written release report to the Technical Authority and the Base Environment Officer
- d) The Contractor will execute work with least possible interference or disturbance to occupants and normal use of premises. Arrange with the Technical Authority to facilitate execution of work.
- e) The description and types of systems, and the information provided is based on the latest information available. It is the contractor's responsibility to ensure that the Works Superintendant (Technical Authority) is notified of any discrepancies. An inventory of systems is provided in ANNEX "D".

### 1.2 Methods of Testing

- a) Standards for leak testing are to be followed: SAE j 1627- Rating Criteria for Electronic Refrigerant Leak Detectors.
- b) Approved methods include but are not limited to:
  - Removal of refrigerant into an approved storage container followed by an inert gas pressure test
  - Bubble test with soap for larger leaks
  - Water immersion
  - Electronic leak detection
  - Fluorescent dye

### 1.3 Service Logs



The four-part snap set form is to be used for all services completed on any refrigeration or air conditioning system on the Base including but not limited to leak tests and leak repairs. Refer to example for CFB Kingston, Annex "F". Forms are to be submitted to the Technical Authority by the Contractor within the timeframes specified in Section 1.3.1. A booklet has been provided for each system, for the storage of service logs, and is located at or near the system. A Leak Test Date Sheet, example in Annex "G", has also been provided and must be filled out for every leak test conducted. In the event the booklet can not be located the contractor shall notify the Technical Authority and the Technical Authority will provide a booklet and corresponding documents.

NOTE\* The White copy of the Service Log must remain with the system and in the booklet provided. The Yellow and Pink copies are to be submitted to the Technical Authority and the Goldenrod copy is to be retained by the technician / mechanic.

### 1.3.1 Expected Timeframes for Service Log Distribution:

#### 1) Leak Test " Leak Detected "

- a) Where the system refrigerant charge is greater than 99 kg, the contractor shall;
  - i) Verbally and Immediately inform the Technical Authority of a potential 100 kg release;
  - ii) Submit the completed service logs to the Technical Authority immediately upon completion of leak testing, and isolating the leaking portion of the system;
  - iii) Recover the refrigerant from the system into an approved container to determine the amount of refrigerant released, and
  - iv) Submit a written release report, (ANNEX "H"), to the Technical Authority and the Base Environment Officer immediately upon determining the amount of the release.
- b) Where the system refrigerant charge is between 10 kg and 99 kg,
  - i) Isolate the leaking portion of the system;
  - ii) Submit the completed forms to the Technical Authority within 2 business days;
  - iii) Where a release has been determined the contractor shall immediately submit a release report to the Technical Authority

#### 2) Leak Test "No Leaks Detected" - Submit the completed forms within 48 hours to the Technical Authority.

## PART 2 Legal Requirements

### 2.1 Codes

- a) Perform work in accordance with the latest editions of the Federal Halocarbon Regulations (FHR), The Ozone Depleting Substances Regulations, the Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, Base Standing Order - BSO 16.04 and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

- b) The FHR is available for review through the Technical Authority.
- c) BSO 16-04 is attached as ANNEX "E"
- d) Meet or exceed requirements of the contract documents, specified standards, codes and referenced documents.
- e) Contractor shall complete all work to the satisfaction of the Technical Authority.

## 2.2 Trade Certification

- a) All work shall be performed by a Refrigeration and Air Conditioning Systems mechanic holding a valid certificate of qualification as per Base Standing Order (BSO) - 16.04 and Realty Asset Instruction 01/01 attached as ANNEX "E" ).

The minimum requirement is possession of a current Ontario Refrigeration and Air Conditioning Systems Mechanic Certificate and an HRAI (Heating and Air Conditioning Institute of Canada) approved ODP (Ozone depletion Prevention) card as per FHR (Federal Halocarbon Regulations), 2003.

- b) Mechanics must be factory qualified to work on YORK and SMARTD systems.

## PART 3 - Scheduling

- 3.1 All systems will be leak tested in the spring (May and June) and in the Fall (September and October)

The initial leak test dates have been provided in ANNEX "D". For the first year of the contract, the Fall leak tests will be those with dates of Sept/Oct/Dec 2012 and Jan 2013 and must be performed as soon as possible after contract award. The balance of the leak tests must be completed on or before the dates provided. The contractor shall submit a schedule for approval to the Technical Authority for all subsequent leak tests.

- 3.2 Building Access

Some buildings at CFB Kingston have restricted access. Permission must be granted to enter specific buildings and in some cases, an escort must be arranged. Building access is identified in Annex "D". To arrange access to restricted buildings, the contractor shall contact the Technical Authority at least 1 week prior to required access. The Technical Authority will arrange for access and escorts where necessary.

## PART 4 - Environment

### 4.1 Environmental Protection

- a) Contractor shall comply with all federal, Provincial or Municipal regulatory requirements and guidelines for environmental protection.
- b) Contractor shall be familiar with and work in compliance with the Federal Halocarbon Regulations, 2003 and BSO 16.04

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- c) Contractor is responsible to be aware of environmental requirements and necessary best management practices and pollution control measures necessary to meet them. Contact the Base Environmental Officer if there are any questions.

Work site is subject to inspection by the Base Environmental Officer or designated personnel without prior notice. Failure to comply with environmental requirements may result in a stop work order or financial penalty commensurate with repair or damage. Contractor shall be unable to request extra funding to meet environmental requirements.

**ANNEX "B"****PRICING BASIS****Contract Period:** Date of award to 31 March 2014**Pricing Periods:**

Year #1: Date of award to 31 March 2013

Year #2: 1 April 2013 to 31 March 2014

Year #3: 1 April 2014 to 31 March 2015 (Option Year #1)

**Pricing Instructions**

Pricing is to be an all inclusive price, in Canadian Dollars, 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.

Pricing Period		Lot Price	
		Spring	Fall
Year 1	Date of Award to 31 March, 2013	N/A	\$ _____
Year 2	1 April 2013 to 31 March 2014	\$ _____	\$ _____
Year 3 (Option Year)	1 April 2014 to 31 March 2015	\$ _____	\$ _____

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**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.

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- (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. 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

Solicitation No. - N° de l'invitation

W0114-11P037/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38073

Buyer ID - Id de l'acheteur

kin655

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

W0114-11-P037

CCC No./N° CCC - FMS No/ N° VME

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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.