# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving/Réception des sousmissions RCMP - F Division Procurement & Contracting Services c/o Commissionaires, F Division 6101 Dewdney Ave Regina, SK S4P 3K7

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

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 : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title - Sujet: Halocarbon Testing and Date: August 3, 2018 Reporting Services, Alberta Solicitation No. - Nº de l'invitation M5000-19-0030/A - PW-18-00837816 Client Reference No. - No. De Référence du Client 201900030 Solicitation Closes - L'invitation prend fin Central Standard Time (CST) At /à: 2:00 pm Heure normale du centre (HNC) On / le: September 14, 2018 **Delivery - Livraison** Taxes - Taxes **Duty - Droits** See herein — Voir aux See herein — Voir See herein — Voir aux présentes aux présentes présentes Destination of Goods and Services - Destinations des biens et services See herein — Voir aux présentes Instructions See herein — Voir aux présentes Address Inquiries to -Adresser toute demande de renseignements à Tania Sentes, Senior Contracting Officer Telephone No. - No. de téléphone Facsimile No. - No. de télécopieur 639-625-3463 306-780-5232 **Delivery Required –** Delivery Offered -Livraison exigée Livraison proposée See herein — Voir aux présentes Vendor/Firm Name, Address and Representative - Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized (type or print) – Nom et titre de la pe du fournisseur/de l'entrepreneur (ta d'imprimerie)	ersonne autorisée à signer au nom
Signature	Date





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Royal Canadian Gendarmerie royale Mounted Police du Canada

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## **PART 1 - GENERAL INFORMATION**

## 1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <a href="Industrial Security Program (ISP)">Industrial Security Program (ISP)</a> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

#### 1.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work of the resulting contract clauses.

## 1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 1.4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

# 1.5 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)."

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2018-05-22) 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: 60 days Insert: 90 days

#### 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted.

#### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 2.4 Applicable Laws

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

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.

#### 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)
Section II: Financial Bid (one hard copy)
Certifications (one 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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (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.

#### 3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

# Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 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.

#### 4.1.1 Technical Evaluation

Submission of Evidence as described below MUST be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive.

The evidence provided by the bidder may be verified. RCMP reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

# 4.1.1.1 Mandatory Contractor's Experience and Past Performance

To carry out the work on this requirement, the bidder must provide:

- a. At least one (1) qualified resource with at least three (3) years' experience working on related cooling and chiller systems, and performing leak testing.
- b. The bidder must have at least three (3) recent years' experience working on related cooling and chiller systems, and performing leak testing by referencing two (2) similar projects. Recent experience is defined as experience gained from **January 2012** up to and including the solicitation closing date. Similar is defined as maintenance of systems comparable in size, scope and complexity to the equipment listed in Annex "A", Statement of Work.

The bidder must complete Annex B in order to demonstrate that it has the required experience.

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of two (2) projects will be assessed. The first two (2) projects listed in the proposal will be considered for evaluation.

#### 4.1.1.2 Mandatory Card and Licensing Documentation

To carry out the work on this requirement, Service Personnel proposed by the Bidder must be in possession of the required cards or licenses required to perform that duty;

- 1) Mechanical/HVAC Journeyman Certification
- 2) Plumber Journeyman Certification
- 3) Electrician Journeyman Certification

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

#### 4.1.2.1 Pricing Schedule 1: Firm Price

Bidders must submit firm all-inclusive prices/rates in Annex C, including all necessary tools, services, replacement or repair parts, material, labour and all related costs in order to perform the contract as detailed in Annex A, Statement of Work.

#### 4.1.2.2. Pricing Schedule 2: Extra Work – As and When Requested

"Extra Work" will be conducted on an as and when requested basis where charges shall be made for actual labour and repair and replacement parts. Estimated quantity of hours per year for extra work is for evaluation purposes only.

When "As and When" work is requested during the contract period, the contractor must complete and submit the Appendix A - "Cost Estimate Form for Extra Work". Written authorization must be obtained from the Departmental Representative prior to conducting any extra work.

Bidders must submit a firm all-inclusive Hourly Rates in Annex C (including Overhead, Profit, and all related Costs) and material cost in Canadian funds.

#### 4.1.2.3. Materials

The Extended Price for parts/materials is calculated by adding mark-up to the total estimated expenditure. (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00). The estimated expenditure is for evaluation purposes only.

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

- i) MARK-UP The difference between the Contractor's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.
- ii) LAID-DOWN COST The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

#### 4.2 Basis of Selection

A bid must comply with all 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 associated information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a>
<a href="Development Canada">Development Canada</a> (ESDC) - Labour's website</a>

(http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?&\_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of contract award.



#### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## **Definitions**

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

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

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

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

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

By providing this information, 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

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

# 5.1.3.2 Status and Availability of Resources

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

#### 5.1.3.3 Education and Experience

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.

## **5.1.3.4. Insurance Requirements**

Upon request of the Contracting Authority, the Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, 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.

# PART 6 - RESULTING CONTRACT CLAUSES

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

#### 6.1 Security Requirements

**6.1.1** The following security requirements (Security Requirement Checklist (SRCL) at Annex D and related clauses) apply and form part of the Contract.

The Contractor MUST:

- a) ensure that all persons working on site hold a valid **Facility Access with Escort (FA02)** security clearance issued by RCMP Departmental Security Section.
- b) The contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 6.3.1 General Conditions

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

# 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from Contract award for three (3) years.



# 6.4.2 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 thirty (30) calendar days 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

# 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tania Sentes, Senior Contracting Officer Royal Canadian Mounted Police 5600-11th Ave, Regina, SK S4P 3J7

Telephone: 639-625-3463 Facsimile: 306-780-5232

E-mail: tania.sentes@rcmp-grc.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.

## 6.5.2 Project Authority

Name:		
Title:		
Organization:		
Address:		
Telephone :		
	 _	
Facsimile:		
	 _	
E-mail address:		

The Project Authority for the Contract is: (to be completed at contract award)



6.7.3

**Multiple Payments** 

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

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.

6.5.3	Contractor's Representative (to be completed at contract award)
Title:	  zation:
	S:
Facsim	one : ile: address:
6.6	Proactive Disclosure of Contracts with Former Public Servants
Service reported	riding information on its status, with respect to being a former public servant in receipt of a Public Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be d on departmental websites as part of the published proactive disclosure reports, in accordance entracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
6.7	Payment
6.7.1	Basis of Payment
Contrac	ideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid a firm price, as specified in Annex C- Basis of Payment for a cost of \$
Canada	a will not pay the Contractor for any design changes, modifications or interpretations of the Work, they have been approved, in writing, by the Contracting Authority before their incorporation into
6.7.2	Limitation of Expenditure
For the	Work described in the Statement of Work in Annex "A":
in acco	intractor will be paid for its costs reasonably and properly incurred in the performance of the Work rdance with the Basis of payment in annex C, to a limitation of expenditure of \$(insert bunt at contract award). Customs duties are included and Applicable Taxes are extra.

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6.8 Invoicing Instructions

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.

- 1. Semi-annual invoicing to be provided after leak testing to all sites has been completed.
- 2. Billing should consolidate all sites into one invoice.
- 3. Reporting to be provided by the contractor prior to billing.

The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6.9 Certifications and Additional Information

#### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 6.10 Applicable Laws

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

## 6.11 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 (2018-06-21) General Conditions: Services (medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex C. Basis of Payment:
- e) Annex D, Security Requirements Checklist
- f) Annex E, Insurance Requirements;
- g) the Contractor's bid dated

#### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.13 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

# 6.14 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.15 Environmental Considerations:

Where applicable, suppliers are encouraged to consider the following environment considerations:

#### Deliverables:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
- When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

#### Travel Requirements/Meetings:

- Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
- Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
- Contractors are encouraged to use of public/green transit where feasible.
- Environmental Shipping/Packaging Considerations
  - Minimize packaging
  - Include recycled content in packaging;
  - Re-use packaging;
  - Include a provision for a take-back program for packaging;
  - Reduce/eliminate toxics in packaging.

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# ANNEX "A"

#### STATEMENT OF WORK

# Scope of Work:

Contractor is to perform Halocarbon leak testing and reporting as per Federal Halocarbon Regulations (FHR) 2003, pursuant to the Canadian Environmental Protection Act 1999. Leak testing is to be completed semi-annually (April and October). If a leak is detected service accordingly to ensure it is corrected, and immediately notify RCMP Project Authority.

Contractor to supply on site records and on site tags as per Appendix "B". Contractor also to supply reporting as per Appendix "C" to RCMP Project Authority.

# List of Locations and unit specifications:

Location	Туре	Make	Model	Capacity	Physical Location
PEACE RIVER DISTRICT OFFICE	AC	Carrier	38AKS044-500	R22, 48 T, 211KW	roof
ST. PAUL DISTRICT OFFICE	Chiller	Eng Air	CUD-602-1	R438a, 40 T, 60 lbs	roof
ST. PAUL DISTRICT OFFICE	Chiller	Eng Air	CUA-92-1	R22, 10 T, >10kgs	roof
EDSON DISTRICT OFFICE	AC	Eng Air	CU-251-1	R438a, 15 T, 80lbs	Lower roof, above boiler room
RED DEER DETACHMENT	Chiller	McQuay	5UA0184300	R22, 25.5 hp, 52 lbs	Roof
RED WATER DETACHMENT	AC	Carrier	MH38AK5014520	R22, 14 T, 20lbs	Roof
JASPER DETACHMENT	AC	Trane	7TA1S0B300CA	R22, 20lbs	ground northeast corner
COCHRANE DETACHMENT	Chiller	Trane	CGA180B300VA	R22	ground southwest corner
BANFF DETACHMENT	AC	Liebert	38AD024520	R22, 20 Tonnes, >10kgs	ground beside detachment
BROOKS DETACHMENT	AC	Trane	L82E04145	R22, 20 T, 27 lbs	Southside ground
INNISFAIL	AC	Eng Air	CUB-152-1	R22, 48kg	Attic
LETHBRIDGE	AC	Carrier	York H2CA360 A2SB	R22, >5.4 tons	Mechanical room and outside condenser
HIGH PRAIRIE	AC	Carrier	38AK008501	R22 9 Tons	Outside rear
HIGH PRAIRIE	AC	Lennox	H529-090-3Y	R22 9 Tons	Outside rear
**LAC LA BICHE DETACHMENT	AC	Eng Air	FW41/DJS40/0	R-410A, 32.5KW	SE corner, above room A117
**ELK POINT DETACHMENT	AC	Eng Air	FWE143/DJS60/0	R-410A, 51.7KW	W above garage bays



\*\* Lac La Biche and Elk Point Detachments are new locations in which there is an existing warranty in effect. Services for both locations are to commence: <u>April 2019.</u>

#### **Detachment Addresses:**

Peace River Detachment, 9200 99 St Peace River, Alberta
St. Paul District Office, 4806 55th St St. Paul, Alberta
Edson Detachment, 115 55th St Edson Alberta
Red Deer Detachment, 4300 55th Street Red Deer, Alberta
Redwater Detachment, 4811 58th St Redwater, Alberta
Jasper Detachment 600 Bonhomme Street, Jasper, Alberta
Cochrane Detachment 359 1 St E, Cochrane, Alberta
Banff Detachment, 335 Lynx St Banff, Alberta
Brooks Detachment, 310 4th St W Brooks, Alberta
Innisfail Detachment, 4904 45th Ave Innisfail, Alberta
Lethbridge Detachment, 427 Stafford Dr Lethbridge, Alberta
High Prairie Detachment, 5400 53rd Ave High Prairie, Alberta
Lac La Biche Detachment, 11 Nipewon Rd Lac La Biche, Alberta
Elk Point Detachment, 5305 Railway Ave Elk Point, Alberta

#### **Contractors Responsibilities**

The following is a non-exhaustive list of contractor responsibilities under the Federal Halocarbon Regulations 2003, pursuant to the Canadian Environmental Protection Act 1999. The contractor acknowledges and understands these responsibilities when work is carried out on RCMP owned and/or managed halocarbon-containing equipment. Deviation from these responsibilities should be brought to the attention of RCMP Project Authority immediately, and may result in termination of the contract.

- 1. Only a certified and licensed technician may install, service, leak test or charge a halocarbon containing equipment that is owned and/or managed by RCMP.
- Any work done on a halocarbon air conditioning or refrigeration system that is owned and/or managed by RCMP must be done in accordance with the Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, 1996.
- 3. When a leak test is conducted on a piece of air conditioning or refrigeration equipment, the contractor will affix a leak test tag on the unit containing ALL of the information as required in Schedule 2, item 2 of the FHR 2003:
  - name and address of owner of the system, name of operator of the system specific location of the system, description of the system.
  - name of certified person, certificate number, name of employer of certified person, type of halocarbon in the system, charging capacity of the system, date of last two leak tests.
- 4. No halocarbon shall be knowingly released from a refrigeration or air conditioning system, or from a fire extinguishing system (unless to fight a fire). Any work done on an air conditioning, refrigeration, or fire extinguishing system that may result in a release of a halocarbon, the halocarbon shall first be recovered into a container designed for that purpose



- 5. In the event that a halocarbon containing system must be charged, a leak test will first be performed
- 6. If a leak is detected for a halocarbon containing system, inform both the owner of the equipment and the Project Authority of the leak as soon as possible.
  - In the case of a leak resulting in a release of greater that 100kg, or of unknown weight from a unit with a capacity equal to or greater than 100kg, and where the RCMP contact cannot be reached within 2 hours of identifying such a release, the contractor must report the release to local Environment Canada authorities within 24 hrs.
- 7. Upon servicing a halocarbon-containing system, the service log book for the unit shall be completed by the contractor and placed on-site. A copy of service log shall be provided to RCMP Project Authority within 2 weeks of work completion.
- 8. Before dismantling, decommissioning or destroying any halocarbon containing system; the halocarbon(s) will be recovered and a notice shall be affix to the system. The notice will meet the requirements listed in Schedule 2, Item 3 of the FHR 2003. Copy of notice to be provided to RCMP Project Authority.
- 9. The contractor is familiar with the definitions, and prohibitions outlined in the Federal Halocarbon Regulations, 2003

a)

#### **ANNEX "B"**

#### MANDATORY TECHNICAL CRITERIA

Resource(s) names must be identified below at bid closing. Bidders not meeting the following Mandatory Requirement at the time of bid closing will be deemed non-complaint and receive no further consideration.

A copy of the license(s) should be submitted with the bid, but may be submitted prior to contract award. If any of the required certifications are not submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications listed below within the time frame specified will render the bid non-responsive.

Resource names must be identified below at bid closing.

Bidders must provide at least one (1) qualified resource with at least three (3) years' experience working on related cooling and chiller systems, and performing leak testing.

Name of Service Personnel:		
Name of client organization or Company:	Project/Contract Reference #1:	Project/Contract Reference #2:
Name and title of client contact who can confirm the information presented in the proposal:	Name:	Name:
Telephone and e-mail address of client contact:	Phone #:	Phone #:
Performance period of the project or contract (indicate year, month , day):	From: (year/month/day)  To: (vear/month/day)	From: (year/month/day)  To: (year/month/day)

Name of Service Personnel:		_
Name of client organization or Company:	Project/Contract Reference #1:	Project/Contract Reference #2:
Name and title of client contact who can confirm the information presented in the proposal:	Name:	Name:
Telephone and e-mail address of client contact:	Phone #:	Phone #:
Performance period of the project or contract (indicate year, month, day):	From: (year/month/day)  To: (year/month/day)	From: (year/month/day)  To: (year/month/day)

(Please attach a separate sheet if required)

#### **Contractor's Experience**

Bidders must have at least three (3) recent years' experience working on related cooling and chiller systems, and performing leak testing by referencing two (2) similar projects. Recent experience is defined as experience gained from **January 2012** up to and including the solicitation closing date. Similar is defined as maintenance of systems comparable in size, scope and complexity to the equipment listed in Annex "A", Statement of Work.

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of two (2) projects will be assessed. The first two (2) projects listed in the proposal will be considered for evaluation.



	PROJECT/CONTRACT REFERENCE # 1	PROJECT/CONTRACT REFERENCE # 2
Name of client organization or Company:	Project/Contract Reference #1:	Project/Contract Reference #2:
Name and title of client contact who can confirm the	Name:	Name:
information presented in the proposal:	Title:	Title:
Telephone and e- mail address of	Phone #:	Phone #:
client contact:	E-mail:	E-mail:
Performance period of the project or contract	From: (year/month/day)	From: (year/month/day)
(indicate year, month , day):	To:(year/month/day)	To:(year/month/day)
Description of Project/Contract:		

# (Please attach a separate sheet if required)

# **Mandatory Card and Licensing Documentation**

To carry out the work on this requirement, Service Personnel proposed by the Bidder must be in possession of the required cards or licenses required to perform that duty, such as:

- 1) Mechanical/HVAC Journeyman Certification
- 2) Plumber Journeyman Certification
- 3) Electrician Journeyman Certification

A copy of the Mandatory Card and Licencing Documentation listed in Section 4.1.1.2 must be included with the bid for each service personnel listed at Annex B.

# ANNEX "C" BASIS OF PAYMENT

- Annex C <u>must be</u> completed in its entirety, including the option years. Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- Prices are firm.
- Firm Prices are to be in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any
  invoice issued as a result of a Contract.

#### **BIDDER'S PRICING:**

#### Pricing Schedule 1: Halocarbon Inspection and Reporting Services

Including all necessary tools, services, replacement or repair parts, materials, labour, travel and related costs as detailed in Annex A.

Table 1.1 - Pricing for initial three year period

Item	Location	Flat Rate (a)	Frequency* (b)	Extended Price (a x b)
1.	PEACE RIVER DISTRICT OFFICE	\$	6	\$
2.	ST. PAUL DISTRICT OFFICE	\$	6	\$
3.	EDSON DISTRICT OFFICE	\$	6	\$
4.	RED DEER DETACHMENT	\$	6	\$
5.	RED WATER DETACHMENT	\$	6	\$
6.	JASPER DETACHMENT	\$	6	\$
7.	COCHRANE DETACHMENT	\$	6	\$
8.	BANFF DETACHMENT	\$	6	\$
9.	BROOKS DETACHMENT	\$	6	\$
10.	INNISFAILDETACHMENT	\$	6	\$
11.	LETHBRIDGE DETACHMENT	\$	6	\$
12.	HIGH PRAIRIE DETACHMENT	\$	6	\$
13.	**LAC LA BICHE DETACHMENT	\$	5	\$
14.	**ELK POINT DETACHMENT	\$	5	\$
		Total	Price Table 1.1	\$ (1)

<sup>\*</sup>Frequency is semiannual (twice a year April and October)

<sup>\*\*</sup> Lac La Biche and Elk Point Detachments are new locations in which there is an existing warranty in effect. Services for both locations are to commence: <u>April 2019.</u>

# Table 1.2 - Pricing for one year option period

Item	Location	Flat Rate (a)	Frequency* (b)	Extended Price (a x b)
1.	PEACE RIVER DISTRICT OFFICE	\$	2	\$
2.	ST. PAUL DISTRICT OFFICE	\$	2	\$
3.	EDSON DISTRICT OFFICE	\$	2	\$
4.	RED DEER DISTRICT OFFICE	\$	2	\$
5.	RED WATER DETACHMENT	\$	2	\$
6.	JASPER DETACHMENT	\$	2	\$
7.	COCHRANE DETACHMENT	\$	2	\$
8.	BANFF DETACHMENT	\$	2	\$
9.	BROOKS DETACHMENT	\$	2	\$
10.	INNISFAILDETACHMENT	\$	2	\$
11.	LETHBRIDGE DETACHMENT	\$	2	\$
12.	HIGH PRAIRIE DETACHMENT	\$	2	\$
13.	**LAC LA BICHE DETACHMENT	\$	2	\$
14.	**ELK POINT DETACHMENT	\$	2	\$
		Total F	Price Table 1.2	\$ (2)

Pricing Schedule 1: Halocarbon Inspection and Reporting Services	Sum of Bidder's Pricing:
TOTAL PRICE Table 1.1 & Table 1.2 = (1) + (2) :	\$(3)

## Pricing Schedule 2: Extra Work - As and When Requested

"Extra Work" will be conducted on an as and when required basis.

\*Estimated quantity of hours per year for extra work is for evaluation purposes only.

When "As and When" work is requested during the contract period, the contractor must complete and submit the Appendix A - "Cost Estimate Form for Extra Work". Written authorization must be obtained from the Site Authority prior to conducting any extra work.

Submit a Firm All-inclusive Hourly Rate (including Overhead, Profit, and all related Costs) and material cost in Canadian funds.

Table 2.1 – Pricing to cover initial three (3) year term
DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

Extra Work – As and When Requested	Price	e per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Certified Journeyman:				
Mechanical/HVAC	\$	/hr	10	\$
Plumber/gas fitter	\$	/hr	10	\$
Electrician	\$	/hr	10	\$
Helper	\$	/hr	10	\$
	EXTEN	IDED PRICE SU	IB-TOTAL Table 2.1 :	\$(1)

Table 2.2 – Pricing to cover one (1) year option period DURING REGULAR WORKING HOURS (0800-1700 Monday through Friday)

Extra Work – As and When Requested	Price per Hour (a)	*Estimated Hours (b)	Extended Price (a) x (b)
Certified Journeyman:			
Mechanical/HVAC	\$/hr	10	\$
Plumber/gas fitter	\$/hr	10	\$
Electrician	\$/hr	10	\$
Helper	\$/hr	10	\$
•	EXTENDED PRICE SU	JB-TOTAL Table 2.2 :	\$(2)

<sup>\*\*</sup>Estimated expenditure for material is for evaluation purposes only.

**Table 2.3 – MATERIALS:** All products and materials will be invoiced at the Contractor's laid-down cost plus a percentage for mark-up. The Contractor is to submit a percent of mark-up for tendering purposes.

Materials	Mark-up (a)	**Estimated Expenditure (b)	Extended Price (a) x (b)
Initial three (3) year period	%	20, 000	\$
One year option period	%	10, 000	\$
	EXTENDED PRICE SUI	3-TOTAL Table 2.3 :	\$(3)

# Table 2.4

Pricing Schedule 2: Extra Work – As and When Requested	Total Price
TOTAL PRICE	
Table 2.1 to Table 2.3 = $(1) + (2) + (3)$ :	\$(4)

# Table 3

TOTA	L ASSESSED PROPOSAL PRICE:	Sum of Bidder's Pricing:
1	Pricing Schedule 1: Table 1.3 Total Price (3)  Halocarbon Inspection and Reporting Services:	\$(3)
2	Pricing Schedule 2: Table 2.4 Total Price (4)  Extra Work "As and When Required":	\$(4)
	Total Assessed Proposal Price	\$(5)

ANNEX "D"

# SECURITY REQUIREMENTS CHECK LIST

(attached at the end of the document for informational purposes)

# ANNEX "E" INSURANCE REQUIREMENTS

#### COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - 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.
  - Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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.

#### 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 codefend 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. **Contractor:** 

# Appendix "A" COST ESTIMATE FORM FOR EXTRA WORK

Contract #

Date:							
Description of Work:							
(Please attach a separate sh	eet if requir	ed)					
Direct Costs		Hourly Rate(s)	as per Contrac	t			
(i) Direct Labour	# of Hours	Mechanical/ HVAC	Plumber/ gas fitter	Electrician	Helper	Tot	al
Repair Work Labour							
Other Labour (Specify:)							
Total Direct Labour						\$	(i)
(ii) Direct Material Costs*	Con	tractor's Laid-Do	wn Cost	Mark Up		Total	
Replacement Parts				x%			
Repair Parts				x%			
Other Material (Specify:)				x%			
Total Direct Material Costs						\$	(ii)
Other Direct Costs						Tot	al
Other (Specify:)							
<b>Total Other Direct Costs</b>						\$	(iii)
Sum of Total Direct Costs (i	+ ii + iii) (GS	T/HST extra)	= TO	TAL PRICE		\$	
*Materials will be charg award)	ed at our laic	l-down cost plus a	n mark-up of	% (to be con	npleted at c	ontract	
Contractor signature:			RCMP Appr	oval:			_
Print Name:		P	rint Name:				

# **APPENDIX B**

# Leak Test Equipment Tag

Unit#
Name/Address of Owner of System
RCMP Detachment:
Operator of System
Same as Above
Specific Location of System
Description of System
Type of Halocarbon Contained in System
Charging Capacity of System
DO NOT REMOVE

Date	Name of Certified Descon	Cortificate #	Employer of Certified Derson
Date	Maine Of Celtified Felson		Lingioyer of certified reison

Date	Name of Certified Person	Certificate #	Employer of Certified Person

# APPENDIX C

14. Owner/Operator signature

Additional Comments

#### HALOCARBON SERVICE RECORD - ROYAL CANADIAN MOUNTED POLICE, NORTH WEST REGION Technician to Complete Items in the Following Sections Section C **Activity Description** Section A Section B Commissioning All Items Items 1-3, 6 Items 1 - 5, 11, 13, 14 All Items Items 1 - 6, 11 - 14 Leak Test / Release Report All Items All Items All Items Items 1 - 8, 11, 13, 14Other Service All Items Items 1, 4, 6 - 14 Dismantling, Decommissioning or Destruction Item 4 \*When Decommissioning one completed form must remain in the service log and one shall be affixed to the unit throughout Section A Equipment Owner/Operator RCMP Detachment: Site Address Equipment Location Equipment Make and Model Equipment Serial # Work Order # Service Date Technician Name Technician Certificate # Company/Employer of Technician Section B Activity Yes No Comments 1. Leak test performed \*Ensure Leak Test Tag is affixed to the unit. 2. Leak(s) detected/quantity released 3. Leak(s) repaired 4.Halocarbon recovered from system 5.Halocarbon isolated in system 6. System charged with halocarbon Section C . Type of halocarbon 2. Amount of halocarbon charged (kg) (lb) (oz) 3. Charged by Contractor Factory 4. Refrigeration capacity of system (tonnes) (BTU/hr) (kW) 5. Halocarbon charged per circuit (kg, lb, oz) 3. 4. 6. Type of halocarbon recovered 7. Amount of halocarbon recovered (kg) (lb) (oz) 8. Recovered into cylinder owned by Contractor Owner/Operator 9. Final destination of equipment 10. Final destination of halocarbon No 11. If system is leaking, owner/operator notified of leaks Yes 12. Circumstances leading to the release, corrective action, and actions taken to prevent subsequent releases 13. Technician's signature

Title



Gouvernement du Canada



(K)

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

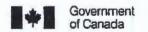
SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE 1. Originating Government Department or Organiz Ministère ou organisme gouvernmental d'origi	ation /	CONTRACTUEL		Branch or Directorate / Direction ger	nérale ou Direction
3. a) Subcontract Number / Numéro du contrat de	7104411	3. b) Name and	Address of	CMB f Subcontractor / Nom et adresse du	sous-traitant
Brief Description of Work / Brève description du	travail				
Halocarbon Services Contract. A contractor to perior		n AC/Chiller units ab	ove 19KW ca	pacity as per Environemental Regulations	s Contractor to perform
services in Detachments located in: Peace River, St.					
<ol> <li>a) Will the supplier require access to Controlled Le fournisseur aura-t-li accès à des marchan</li> </ol>	Goods? dises contrôlées?				✓ No Yes
b) Will the supplier require access to unclassifié Regulations?     Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?     Indicate the type of access required / Indiquer le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	techniques militaire	s non classifiées o			No Yes Oui
6. a) Will the supplier and its employees require a Le fournisseur ainsi que les employés auron (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tab	l-ils accès à des ren Question 7. c)	seignements ou à			✓ No Yes Non Oui
6. b) Will the supplier and its employees (e.g. clear PROTECTED and/or CLASSIFIED information. Le fournisseur et ses employés (p. ex. nettoy à des renseignements ou à des biens PROT	ners, maintenance pon or assets is perm yeurs, personnel d'e ÉGÉS eVou CLASS	personnel) require itted htretien) auront-ils IFIÉS n'est pas au	accès à de		Non L Oui
<ol> <li>c) Is this a commercial courier or delivery requi S'agit-il d'un contrat de messagerie ou de liv</li> </ol>			de nuit?		V Non Yes Oul
<ol><li>a) Indicate the type of information that the supp</li></ol>	ller will be required	o access / Indique	r le type d'ir	nformation auquel le fournisseur dev	ra avoir accès
Canada	NA NA	TO / OTAN		Foreign / Étrang	er
7. b) Release restrictions / Restrictions relatives à	la diffusion				
No release restrictions Aucune restriction relative à la diffusion	All NATO cour Tous les pays			No release restrictions Aucune restriction relative à la diffusion	
Not releasable A ne pas diffuser			1		
Restricted to: / Limité à :	Restricted to:	Limité à :		Restricted to: / Limitè à :	
Specify country(les): / Préciser le(s) pays :	Specify countr	/(ies): / Préciser le	(s) pays :	Specify country(les): / Pré	ciser le(s) pays :
7. c) Level of information / Niveau d'information					
PROTECTED A	NATO UNCLA	SSIEIED		PROTECTED A	1.4. 3. 3. 1
PROTĖGĖ A	NATO NON C			PROTÉGÉ A	
PROTECTED B	NATO RESTR			PROTECTED B	
PROTÉGÉ B		ION RESTREINT	E	PROTÉGÉ B	
PROTECTED C	NATO CONFI			PROTECTED C	
PROTÉGÉ C	NATO CONFI			PROTÉGÉ C	
CONFIDENTIAL	NATO SECRE			CONFIDENTIAL	
CONFIDENTIEL	NATO SECRE	-	in the	CONFIDENTIEL	
SECRET	COSMIC TOP			SECRET	
SECRET	COSMIC TRÈ			SECRET	(1) (4) (1) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
TOP SECRET	Acres Compression			TOP SECRET	
TRÈS SECRET				TRÈS SECRET	
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)				TRES SECRET (SIGINT)	

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PART A (cont	nued) / PARTIE A (suite)	T No I Ve
Le fournisse	olier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? ur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	✓ Non Yes Oui
If Yes, indic	ate the level of sensitivity:	
	ative, indiquer le niveau de sensibilité :  Dier require access to extremely sensitive INFOSEC information or assets?	Tal No.   Ivan
	ur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	V Non Yes Oul
Short Title(s	) of material / Titre(s) abrégé(s) du matériel :	
	umber / Numéro du document :	x =
	SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) el security screening level required / Niveau de contrôle de la sécurité du personnel requis	V
	RELIABILITY STATUS COTE DE FIABILITÉ  CONFIDENTIAL CONFIDENTIAL SECRET TOP SECF TRÈS SEC	
	TRÈS SECRET - SIGINT NATO CONFIDENTIEL NATO SECRET COSMIC T	OP SECRET RÈS SECRET
V	SITE ACCESS ACCES AUX EMPLACEMENTS RCMP facility Access level 2 with	escort.(F
	Special comments: FA2	M
	Commentaires spéciaux :	
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.	
(O b) Maurine	REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être creened personnel be used for portions of the work?	fourni.
	creened personnel de dised for portions of the work?  onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Oui
	rill unscreened personnel be escorted?	No Yes
	ffirmative, le personnel en question sera-t-il escorté?	NonOui
DART C CAR	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
	ON / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the	supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	✓ No Yes
premise		Non Oui
CLASS!	lsseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTEGES et/ou	
CDAGG	TLST	
	supplier be required to safeguard COMSEC information or assets?	No Yes
Le Tour	isseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	NonOut
PRODUCTIO	N .	
		No
	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises?	Non Yes
	allations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	L Non Lou
	ASSIFIÉ?	
WEODINATE.	M TECHNOLOGY AT MEDIA / CHOPODE DELATE À LA TECHNOLOGIE DE L'INFORMATION (TI	
INFURMATIC	ON TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11 d) \Asii sha	supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	No Yes
informat	on or data?	Non Oui
Le fourt	isseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	
renseig	ernents ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
11 a) Will the	be an electronic link between the supplier's IT systems and the government department or agency?	No Yes
Dispose	ra-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence	Non Oui
gouver	ementale?	

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

T	I	····			1	COMSEC								
B	С	CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÉS		TECTI OTÉGI B		CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
					CONFIDENTIEL TRÊS	CONFIDENTIEL TRÊS NATO	CONFIDENTIEL TRES NATO NATO SECRET DIFFUSION CONFIDENTIEL	CONFIDENTIEL TRES NATO NATO SECRET DIFFUSION CONFIDENTIEL	CONFIDENTIEL TRÊS NATO NATO COSMIC COSMIC TRES	CONFIDENTIEL TRES NATO NATO COSMIC A SECRET COSMIC A SECRET DIFFUSION CONFIDENTIEL TRES	CONFIDENTIEL TRÊS NATO NATO SECRET COSMIC A B SECRET DIFFUSION CONFIDENTIEL TRÊS	CONFIDENTIEL TRÊS NATO NATO COSMIC A B C SECRET DIFFUSION CONFIDENTIEL TRÊS	CONFIDENTIEL TRES NATO NATO COSMIC A B C CONFIDENTIEL SECRET DIFFUSION CONFIDENTIEL TRES	CONFIDENTIEL TRES NATO NATO SECRET COSMIC A B C CONFIDENTIEL TRES

Support TI										_!		<u> </u>	_{	 			!		1
IT Link / Lien électronique																			
2. a) is the description												SIFIÉE?					√ Non	U Ye	is Uİ
if Yes, class Dans l'affim « Classifica	native	, cla	ssifi	r le pré:	sent	lormula	irə en ir	diqui	ant le ni										
2. b) Will the doo La documen																	✓ Non	U Y	es ui
If Yes, class attachments Dans l'affin	s (e.g.	SEC	RET	with At	tachr	nents).								indic	ate wit	th			
« Classifica des pièces	tion d	e sé												ECF	RET ave	∌C			
																			-

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