



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1ière étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

All enquiries are to be submitted in writing to the  
Contracting Authority, Darlene Reay, by e-mail at:  
darlene.reay@pwgsc.gc.ca.

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> HEATING SYSTEM INSPECTION AND REPAI HEATING SYSTEM INSPECTION AND REPAIR, NEWCASTLE, BATHURST AND CAN	
<b>Solicitation No. - N° de l'invitation</b> W6898-210531/B	<b>Date</b> 2021-03-25
<b>Client Reference No. - N° de référence du client</b> W6898-210531	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-034-5977
<b>File No. - N° de dossier</b> MCT-0-43126 (034)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2021-04-13</b> Heure Avancée de l'Atlantique HAA	
<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> Reay (MCT), Darlene	<b>Buyer Id - Id de l'acheteur</b> mct034
<b>Telephone No. - N° de téléphone</b> (902) 314-7957 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSB GAGETOWN B18, 238 CHAMPLAIN AVENUE OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**This bid solicitation, cancels and supersedes previous bid solicitation number W6898-210531/A dated 2021-02-23 with a closing date of 2021-03-16.**

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NEWCASTLE, BATHURST AND CAMPBELLTON ARMOURIES, N.B.**

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W6898-210531/B  
Client Ref. No. - N° de réf. du client  
W6898-210531

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mct-0-43126

Buyer ID - Id de l'acheteur  
mct034  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

See Instructions to Bidders Annex E.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 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 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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 *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 (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C9000T	Pricing	2010/08/16

## 2.2 Submission of Bids

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

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.2.2 Optional Site Visit

Not applicable.

## 2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 **New Brunswick**.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid – Not applicable  
Section II: Financial Bid –Annex A Basis of Payment

Section III: Certifications Bidders must submit the certifications and additional information required under Part 5

Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (\_\_\_0\_\_\_ hard copies)

Section II: Financial Bid (\_\_\_1\_\_\_ hard copies)

Section III: Certifications (\_\_\_1\_\_\_ hard copies)

Section IV: Additional Information (\_\_\_1\_\_\_ hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## **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.

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 will render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## **5.2 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 provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 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 [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.2.3 Additional Certifications Precedent to Contract Award**

See Annex B.

## **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** See Annex E.

### **6.2 Statement of Work**

#### **Statement of Work - Contract**

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

### **6.3 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.

#### **6.3.1 General Conditions**

2010C (2020/05/28), 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**

This Service Contract will extend from 01 May 2021 to 31 March 2022.

#### **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 two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Darlene Reay  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: Sherwood Business Centre  
161 St. Peters Road  
2nd Floor, Suite 204  
Charlottetown, PE  
C1A 5P7  
Telephone: (902)314-7957  
Facsimile: (902) 566-7514  
E-mail address: [darlene.reay@pwgsc-tpsgc.gc.ca](mailto:darlene.reay@pwgsc-tpsgc.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 -

The Project Authority for the Contract is:

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.

### 6.5.3 Contractor's Representative (Offeror please complete)

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

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

#### Basis of Payment

For the Work described in Annex E.

### 6.7.2 Limitation of price

*SACC Manual* clause C6000C (2017/08/17) Limitation of price

### 6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

### 6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.8 Invoicing Instructions

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

## 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 **New Brunswick**.

### 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) 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- (c) Annex E, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_ as amended on \_\_\_\_\_.

### 6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16

### 6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## 6.14 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements. 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, 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.

### 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 Department of National Defence.
  - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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mct034  
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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.

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## **ANNEX "A"**

### **BASIS OF PAYMENT**

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

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**W6898-210531 -The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.  
NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS.  
HOWEVER, ANY CONTRACT AWARD WILL BE 01 May 2021 to 31 March 2022.**

Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	A - TERM May 1, 2021 to March 31, 2022		B - Option Year April 1, 2022 to March 31, 2023		C - Option Year April 1, 2023 to March 31, 2024	
				Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
1	Cost for Weekly Operating Inspections at Newcastle Armoury as per Annexes A and B. Note: Inspections and work done at Newcastle Armoury are to be completed by a 4 <sup>th</sup> Class Stationary Engineer	Inspection	32	_____	_____	_____	_____	_____	_____
2	Cost for end of heating season shut-down at Newcastle Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May.	Shutdown	1	_____	_____	_____	_____	_____	_____
3	Cost for heating season start-up at Newcastle Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October.	Start-up	1	_____	_____	_____	_____	_____	_____

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Buyer ID - Id de l'acheteur  
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CCC No./N° CCC - FMS No./N° VME

Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	A - TERM May 1, 2021 to March 31, 2022		B - Option Year April 1, 2022 to March 31, 2023		C - Option Year April 1, 2023 to March 31, 2024	
				Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
4	Hourly Rate for repairs by an Oil Burner Mechanic or 4 <sup>th</sup> Class Stationary Engineer at Newcastle Armoury..	Hour	40	_____	_____	_____	_____	_____	_____
5	Hourly Rate for a Trades Helper at Newcastle Armoury.	Hour	20	_____	_____	_____	_____	_____	_____
6	Cost for Weekly Operating Inspections at Bathurst Armoury as per Annexes A and B.	Inspection	32	_____	_____	_____	_____	_____	_____
7	Cost for end of heating season shut-down at Bathurst Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May.	Shutdown	1	_____	_____	_____	_____	_____	_____
8	Cost for heating season start-up at Bathurst Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October.	Start-up	1	_____	_____	_____	_____	_____	_____

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Amd. No. - N° de la modif.  
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File No. - N° du dossier  
mct-043126

Buyer ID - Id de l'acheteur  
mct034  
CCC No./N° CCC - FMS No./N° VME

Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	A - TERM May 1, 2021 to March 31, 2022		B - Option Year April 1, 2022 to March 31, 2023		C - Option Year April 1, 2023 to March 31, 2024	
				Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
9	Hourly Rate for repairs by an Oil Burner Mechanic or 4 <sup>th</sup> Class Stationary Engineer at Bathurst Armoury.	Hour	40	_____	_____	_____	_____	_____	_____
10	Hourly Rate for a Trades Helper at Bathurst Armoury.	Hour	20	_____	_____	_____	_____	_____	_____
11	Cost for Weekly Operating Inspections at Campbellton Armoury as per Annexes A and B.	Inspection	32	_____	_____	_____	_____	_____	_____
12	Cost for end of heating season shut-down at Campbellton Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May.	Shutdown	1	_____	_____	_____	_____	_____	_____
13	Cost for heating season start-up at Campbellton Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October.	Start-up	1	_____	_____	_____	_____	_____	_____

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Item No.	CLASS OF SERVICE	Unit of Measure	Estimated Quantity	A - TERM May 1, 2021 to March 31, 2022		B - Option Year April 1, 2022 to March 31, 2023		C - Option Year April 1, 2023 to March 31, 2024	
				Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price	Price per Unit	Estimated Total Price
14	Hourly Rate for repairs by an Oil Burner Mechanic or 4th Class Stationary Engineer at Campbellton Armoury.	Hour	20						
15	Hourly Rate for a Trades Helper at Campbellton Armoury.	Hour	20						
16	All material will be invoiced at the Contractors wholesale cost, plus a percentage of mark-up. The Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material estimated at \$10,000.	Allowance	\$10,000.00	Mark-up _____ % = \$ _____	Allowance + Mark-up = \$ _____	Mark-up _____ % = \$ _____	Allowance + Mark-up = \$ _____	Mark-up _____ % = \$ _____	Allowance + Mark-up = \$ _____

**TOTAL FOR FIRST TERM AND OPTION YEARS** \$ \_\_\_\_\_ A \$ \_\_\_\_\_ B \$ \_\_\_\_\_ C

**TOTAL** \$ \_\_\_\_\_ A, B and C

## **ANNEX "B"**

### **MANDATORY REQUIREMENTS**

#### **EVALUATION CRITERIA AND BASIS OF SELECTION**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

#### **Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.

#### Within seven days of request from Contracting Authority and prior to award of the Service Contract

3. Provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Proof of \$2 Million General Liability Insurance (Part 6 – Resulting Contract Clauses, 6.14 Insurance – Specific Requirements).
5. Tradespersons assigned to work under this Service Contract will be in possession of:
  - .1 Class 4 Power Engineering License;
  - .2 Oil Burner Technician License; and
  - .3 Welding License, as required for Boiler Welding Repairs.

All licenses will be issued by the New Brunswick Department of Public Safety. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.

6. Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.

#### **2. 2007/05/25 A0069T Basis of Selection - Mandatory Requirements Only**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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## **ANNEX "E"**

### **STATEMENT OF WORK**



**DEPARTMENT OF NATIONAL DEFENCE  
REAL PROPERTY OPERATIONS  
DETACHMENT (GAGETOWN)  
5 CDSB GAGETOWN**

**SPECIFICATION**

**SERVICE CONTRACT  
HEATING SYSTEM INSPECTION AND REPAIR  
NEWCASTLE, BATHURST AND CAMPBELLTON ARMOURIES  
01 APRIL 2021 TO 31 MARCH 2022  
WITH AN OPTION TO RENEW FOR TWO ONE-YEAR PERIODS**

*Mark Giltitt*  
Designed by

*Boyer*  
Fire Inspector

*Mark Giltitt*  
Project O

*[Signature]*  
Engineering O

**PF No:**

**Job No:** L-G2-9900/1829

**Date:** 2020-06-10

**NATIONAL DEFENCE**  
**JOB NO. L-G2-9900/1829**  
**5 CDSB GAGETOWN, N.B.**

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Annex B	- Water Treatment Control Procedure	1
Annex C	- Service Check list for End Season Maintenance	2

**END OF SECTION**

## 1 General

### 1.01 DESCRIPTION OF WORK

- .1 The work under this Service Contract covers the furnishing of all labour, material, tools and equipment required to provide the following at Newcastle, Bathurst and Campbellton Armouries:
  - .1 Weekly Heating Plant operational inspection at Newcastle, Bathurst and Campbellton Armouries;
  - .2 Heating season system start-up at all Armouries;
  - .3 End of heating season system shut down at all Armouries; and
  - .4 Repair service, when requested, at all Armouries;
- .2 Newcastle Armoury is located at 305 George Street, Miramichi, New Brunswick.
- .3 Bathurst Armoury is located at 1820 King Avenue, Bathurst, New Brunswick.
- .4 Campbellton Armoury is located at 169 Water Street, Campbellton, New Brunswick.

### 1.02 DURATION OF CONTRACT

- .1 This Service Contract will extend from 01 April 2021 to 31 March 2022 with two, one year option periods.

### 1.03 REFERENCES

- .1 Canada Labour Code Part II.
- .2 National Fire Code of Canada (Latest Edition).
- .3 National Plumbing Code of Canada (Latest Edition).
- .4 The Canadian Electrical Code (Latest Edition).
- .5 National Building Code of Canada (Latest Edition).
- .6 The New Brunswick Occupational Health and Safety Act, 1991.
- .7 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009).
- .8 CSA-B139 Installation Code for Oil Burning Equipment.

### 1.04 QUALIFICATIONS

- .1 Tradespersons assigned to work under this Service Contract will be in possession of:
  - .1 Class 4 Power Engineering License;
  - .2 Oil Burner Technician License; and
  - .3 Welding License, as required for Boiler Welding Repairs.
- .2 All licenses will be issued by the New Brunswick Department of Public Safety. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this

Contract.

- .3 Employees to be involved in confined space entry must be in possession of current qualification documentation. Proof of such certification (licenses) must be provided prior to award of this Service Contract, for each individual who will perform work under this Contract.
- .4 All permits and licenses must remain current throughout the life of this Service Contract.

#### **1.05 ENGINEER**

- .1 The Engineer as defined and stated in this specification will be the Officer Commanding Real Property Operations Detachment (Gagetown) or a designated representative. The address of the Engineer is:
  - Contracts Office
  - Real Property Operations
  - Detachment (Gagetown)
  - Building B18
  - 238 Champlain Avenue
  - PO Box 17000 Station Forces
  - Oromocto, NB E2V 4J5
  - Tel. (506) 422-2677
  - Fax. (506) 422-1248

#### **1.06 DOCUMENTS REQUIRED**

- .1 Maintain at the job site one copy each of the following:
  - .1 Specifications;
  - .2 Engineers Log Book (572), provided; and
  - .3 Addenda.

#### **1.07 CONTRACTOR'S USE OF SITE**

- .1 Work site access will be as directed by the Engineer.
- .2 Movement around the site is subject to restrictions laid down by the Engineer.
- .3 Do not unreasonably encumber the site with materials or equipment.

#### **1.08 POWER AND WATER**

- .1 DND can provide, free of charge, temporary electric power and water for the purposes of this agreement.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Contractor to provide, at no cost to DND, all equipment and temporary lines to bring these services to work site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by Engineer at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary

services.

#### **1.09 ACCEPTABILITY OF MATERIAL**

- .1 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Engineer.
- .2 Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
- .3 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Engineer.
- .4 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.
- .5 All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection on completion of the work.
- .6 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.
- .7 Requests for acceptance of material other than those specified will be submitted in writing to the Engineer. The request must be supported with sufficient product information to enable the Engineer to make an assessment.

#### **1.10 GUARANTEE**

- .1 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Engineer. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Engineer, by the Contractor at their own expense.

#### **1.11 CODES AND STANDARDS**

- .1 Perform work and enforce safety measures in accordance with:
  - .1 Canadian Labour Code Part II;
  - .2 National Building Code of Canada (latest edition);
  - .3 CSA-B51-03 Boiler Pressure Vessel and Pressure Piping Code (March 2009);
  - .4 CSA-B139 Installation Code for Oil Burning Equipment; and
  - .5 Canadian Electrical Code (latest edition).
- .2 Contractor must be registered with WorkSafeNB.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

#### 1.12 OVERLOADING

- .1 Ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

#### 1.13 TEMPORARY STRUCTURES

- .1 The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work.
- .2 Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work.

#### 1.14 CLEAN UP

- .1 On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition to the satisfaction of the Engineer. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Engineer.

#### 1.15 EQUIPMENT LIST

- .1 Equipment:
  - .1 Newcastle - One (1) Weil-Mclain Steam Boiler with a Riello Burner and One (1) NTI Steam Boiler with a Beckett Burner.
  - .2 Bathurst - Two (2) Burnham Boilers with Power Flame Burners; and
  - .3 Campbellton - One (1) Biasi B Series (QHT) Boiler with a Riello Burner.

#### 1.16 WORK INCLUDED

- .1 All work is identified in Annexes:
  - .1 Annex A - Weekly Inspection Check List;
  - .2 Annex B - Water Treatment Control Procedure; and
  - .3 Annex C - Service Check List for End Season Maintenance. Extra work may also be identified during inspections by the Contractor or otherwise determined by the Engineer to maintain the Heating Plant in a safe and satisfactory condition.
- .2 The Contractor is to provide service weekly as per Annex A & B, and service annually as per Annex C. at Newcastle, Bathurst and Campbellton Armoury. Additional maintenance and repairs found necessary, must be reported to the Engineer. Once approved by the Engineer, these are to be invoiced as extra to this Service Contract.
- .3 Scheduled inspections are to be carried out between the hours of 7:30 hours to 16:00 hours unless otherwise approved by Engineer.
- .4 When emergency repairs are required, the Contractor will notify the Engineer to obtain approval to proceed with the repair. If the Engineer is unavailable, contact the Shift Engineer at the Central Heating Plant, 5 CDSB Gagetown, at 1 506 422-2000 ext 2678 prior to proceeding with repairs. Only repairs deemed as an Emergency by the Central Heating Plant personnel will be approved after normal working hours. This will permit the Contractor to proceed without the Engineer's written approval and request.

- .5 Upon completion of inspection or repair, the Contractor will report to the Engineer prior to leaving the area, ensuring that the unserviceable condition has been corrected and that the work has been completed.
- .6 Approval must be obtained from the Engineer prior to using a Trades helper on the work site.
- .7 Contractor to note that the Heating Plant is shut down between mid May - mid October.

#### 1.17 INSPECTION REPORT

- .1 A final written report, will be submitted to the Engineer after the end of season maintenance & inspections are completed as per Annex C. The inspection report will indicate the condition of equipment including:
  - .1 Any repairs the Contractor considers necessary, details are to be included; and
  - .2 Any safety hazards indicating the urgency of needed repairs or changes.
  - .3 If additional work is required it is to be completed by the 1st of August each year.

#### 1.18 QUANTITIES AND BASIS OF PAYMENT

- .1 The work performed under this Service Contract will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit costs per inspection, hourly rates and a material markup percentage for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, and transportation (travel time to and from the contractors base of operation will be included in the rates provided).
  - .1 Cost for Weekly Operating Inspections at Newcastle Armoury as per Annexes A and B. **NOTE: Inspections and work done at Newcastle Armoury are to be completed by a 4th Class Stationary Engineer;**
  - .2 Cost for end of heating season shut-down at Newcastle Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May;
  - .3 Cost for heating season start-up at Newcastle Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October;
  - .4 Hourly Rate for repairs by an or 4th Class Stationary Engineer at Newcastle Armoury;
  - .5 Hourly Rate for a Trades Helper at Newcastle Armoury;
  - .6 Cost for Weekly Operating Inspections at Bathurst Armoury as per Annexes A and B;
  - .7 Cost for end of heating season shut-down at Bathurst Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May;
  - .8 Cost for heating season start-up at Bathurst Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October;
  - .9 Hourly Rate for repairs by an Oil Burner Mechanic or 4th Class

- Stationary Engineer at Bathurst Armoury;
- .10 Hourly Rate for a Trades Helper at Bathurst Armoury;
- .11 Cost for Weekly Operating Inspections at Campbellton Armoury as per Annexes A and B;
- .12 Cost for end of heating season shut-down at Campbellton Armoury as per Annex C. Shut-down will include cleaning of the boilers and reassembly after inspection. Date to be determined by the Engineer, approximately Mid-May;
- .13 Cost for heating season start-up at Campbellton Armoury (this includes procedure outlined in Annex B for "MO" control range). Date to be determined by the Engineer, approximately Mid-October;
- .14 Hourly Rate for repairs by an Oil Burner Mechanic or 4th Class Stationary Engineer at Campbellton Armoury; and
- .15 Hourly Rate for a Trades Helper at Campbellton Armoury.
- .3 All material will be invoiced at the Contractor's wholesale cost, plus a percentage of mark-up. Contractor shall submit all invoices for materials as supporting documentation when submitting invoices for work completed. For tendering purposes, the Contractor will submit their percent of mark-up on material.
- .4 Time charged and contract price of material (if any) used may be verified by Government Audit before or after payment is made under the terms of this Service Contract.
- .5 The above mentioned quantities may increase or decrease and are used only as a guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.
- .6 The Contractor will provide service during regular working hours on an eight (8) hour per day, five (5) days per week basis 0730 hours to 1600 hours Monday to Friday inclusive and emergency service after regular working hours.
- .7 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
- .8 The Contractor, upon receipt of the Service Contract, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as building occupants, will be entirely at the Contractor's risk with regard to payment.
- .9 The Contractor will not refuse any call for service by the Engineer and will initiate the work within 24 hours on normal service calls and within 4 hours on emergency service calls.
- .10 When service is required, the Engineer will notify the Contractor and detail the job. When requested by the Engineer, a written estimate shall be provided by the Contractor indicating estimated labour and material costs in accordance with the Service Contract.
- .11 The Contractor will report to the Engineer prior to starting work and upon completion of work on a daily basis to sign in and out.
- .12 After reporting, the Contractor will proceed to the job and carry out the work. The contractor will provide daily work reports to the Engineer

detailing work performed, contractor's employees assigned to work, location or building number of work site, hours worked for each employee, trade of each employee and materials used in the completion of the work and any recommendations for additional work that may be required. This work report must indicate the work order number and the requisition number on which the work was requested from the Engineer. Contractor is to have the Engineer sign the work report either at the end of the work day or at the beginning of the next work day while signing in. The Standard Operating Procedure (SOP) for work reports will be provided to the successful bidder after award of Contract. Please note that this SOP is for contract work done on an hourly rate basis only and does not apply to set inspections or services done on a lump sum basis.

- .13 One invoice covering all charges for each Service Request or Inspection will be submitted to the Engineer with a copy of the signed Service Request. The invoice must indicate Contract, Work Order and Requisition numbers issued on the Work Request. The invoice must itemize technicians' names, dates and hours worked, materials used complete with copies of the contractor's invoices verifying correct mark-up on materials. The Contractor is to return one copy of the signed work request with their invoice, as well as copies of all weekly inspection reports and copies of all contractor's wholesale invoices for material used in the completion of the work. Invoices must detail the location and description of work performed for each work request.
- .14 The Contractor will submit his invoice for payment to the Engineer within 15 working days of completion of each work request.

#### **1.19 SECURITY CLEARANCE**

- .1 The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 Security procedures require, that when requested by the Engineer, the Contractor will provide to the Engineer at no cost to DND, a copy of a Canadian Police Certificate for Employment for each employee who will work on this Service Contract.

**END OF SECTION**

## **1 GENERAL**

### **1.01 REFERENCES**

- .1 Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations.
- .2 Province of New Brunswick Occupational Health and Safety Act, 1991.
- .3 National Building Code of Canada (Latest Edition).

### **1.02 REGULATORY REQUIREMENTS**

- .1 Do work in accordance with the safety measures of the National Building Code of Canada (latest edition), the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB provided that in any case of conflict or discrepancy the more stringent requirements shall apply.

### **1.03 RESPONSIBILITY**

- .1 Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these.
- .2 Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan.
- .3 As outlined in the Canada Labour Code Part II, the Contractor is responsible to provide a site-specific Health and Safety Plan that includes a Confined Space Entry Procedure in the event that work is deemed by the Engineer to be in a confined space. Work is not to begin until this Health and Safety Plan is submitted and approved by the Engineer.
- .4 Real Property Operations Detachment (Gagetown) employs a Lock Out/Tag Out program to prevent work related injuries due to electrical or mechanical systems being energized while personnel are working in or around these systems. The Contractor must respect these locks and tags when encountered. Do not forcibly remove these locks and/or tags at any time. If the Contractor requires that these be removed to perform work, a request is to be made to the Engineer for such removal.
- .5 As per the Canada Labour Code Part II, it is the Contractor's responsibility to employ their own Lock Out/Tag Out program to ensure that equipment is not energized by other personnel while they are working in or around equipment.
- .6 It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work.

#### 1.04 UNFORESEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right.

#### 1.05 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer.
- .2 Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Engineer may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.06 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work.

END OF SECTION

## **1 GENERAL**

### **1.01 REPORTING FIRES**

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
  - .1 telephone 911.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

### **1.02 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS**

- .1 Fire protection and alarm system will not be:
  - .1 obstructed;
  - .2 shut-off; and
  - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

### **1.03 FIRE EXTINGUISHERS**

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

### **1.04 BLOCKAGE OF ROADWAYS**

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

### **1.05 SMOKING PRECAUTIONS**

- .1 Observe smoking regulations at all times.

### **1.06 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
  - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
  - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous

combustion in approved receptacles and remove.

#### 1.07 FLAMMABLE AND COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

#### 1.08 HAZARDOUS SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

#### 1.09 QUESTIONS AND/OR CLARIFICATION

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

#### 1.10 FIRE INSPECTION

- .1 Site inspections by Fire Chief will be coordinated through Engineer.

- .2 Allow Fire Chief unrestricted access to work site.
- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

**END OF SECTION**

**1 GENERAL**

**1.01 GENERAL**

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

**1.02 FIRES**

- .1 Fires and burning of rubbish on site not permitted.

**1.03 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

**1.04 SPILL PROTECTION**

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).

**END OF SECTION**

**WEEKLY INSPECTION CHECK LIST - NEWCASTLE, BATHURST AND  
CAMPBELLTON**

1. Check all operating and standby equipment in the boiler room for proper operation.
2. Check all alarms in Boiler Room with the Central Heating Plant at 1 506 422-2000 ext 2678, ensuring they are in operating order.
3. Test boiler water for proper chemical content. Add chemicals as required (as per Annex B).
4. Blow down Boiler (**Newcastle only**) and add chemicals in accordance with Annex C.
5. Report any operational problems or repair requirements to the Engineer. If unable to contact the Engineer contact Central Heating Plant.
6. Remove and clean electrodes and nozzles, replace as required.
7. Visually check the sump pump to ensure it is operating.
8. Visually check the fuel level. If meter indicates – 50% or less, notify:
  - a. during normal working hours – Military Personnel at the site orderly room; or
  - b. after normal working hours – Central Heating Plant, 5 CDSB Gagetown.
8. Ensure the boiler room is clean and tidy. Remove any debris.
9. Maintain the log book in each location and make entries indicating arrival and departure times, date of inspection and the name of service personnel. All problems, test results, special remarks, etc, are to be logged in the book.

**WATER TREATMENT CONTROL PROCEDURE**  
**HOT WATER / STEAM BOILERS**

1. Boiler water test results and quantities of chemical added to be recorded in log book.

2. Test Procedure:

- a. Test is MolyBDate “MO” test;
- b. Control range 80-125 ppm;
- c. Less than 80 ppm increase Dearborn 274 (or similar chemical); and
- d. Greater than 125 ppm decrease Dearborn 274 (or similar chemical).

Steam Boilers: maintain conductivity between 2500-3500 mmho by blowing down boiler / adding chemical as required.

3. Start-Up:

Add 22 litres of Dearborn 274 (or similar chemical) to each boiler on the first day. Check “MO” reading after 1 day. if “MO” reading is 80-125 ppm, reading is in correct range, check monthly. If reading is less than 80 ppm, add 4 litres of chemical each day until reading is in control range.

4. Maintain “MO” reading of 200 ppm MolyBDate in standby boilers.

**SERVICE CHECK LIST FOR END SEASON MAINTENANCE**  
**OIL FIRED BOILERS**

**1. BOILER INSPECTION: (inspect, record & report condition & deficiencies)**

1. Boiler Base;
2. Expansion Tank;
3. Gauges;
4. Low Water Controls;
5. Pressure Regulating Valves;
6. Safety Relief Valves;
7. Condensate Return System;
8. Circulating Pumps;
9. Controls, Motors, etc;
10. Boiler Feed Water System;
11. Gauge Glass (Steam Boiler);
12. Pressure Controls; and
13. Other components related to boiler operation.

**2. OIL BURNER INSPECTION: (inspect, record & report condition & deficiencies)**

1. Photoelectric Cell;
2. Electrodes;
3. Burner Fan & Motor;
4. Burner Nozzle;
5. Ignition System;
6. Oil Pump, Tank & Lines (fittings, bent lines, etc);
7. Safety Devices;
8. Stack & Controls;
9. Fuel Oil Filter; and
10. Test Combustion Efficiency (adjust as required).

**3. BOILER MAINTENANCE:**

1. Fireside: Clean Combustion Chamber and Punch Fire Tubes.
2. Waterside Steam: Remove Hand Hole Covers for Inspection;
3. Waterside Hot Water: Remove Hand Hole Covers for Inspection; and
4. Steam Boiler: Replace gauge glass at end of heating season.

**4. WATER TREATMENT INSPECTION: (inspect, record & report condition & deficiencies)**

1. Chemical Feed Pump & Lines;
2. Solution Tank; and
3. Time Clock.

**SERVICE CHECK LIST FOR END SEASON MAINTENANCE**  
**OIL FIRED BOILERS cont'd**

**5. SUMMER SHUTDOWN TO INCLUDE:**

1. Clean the fireside of the boilers and remove hand hole covers for inspection;
2. Remove the front cover of the boilers for inspection, if required by the boiler inspector;
3. Reassemble the boiler after successful inspection by the boiler inspector; and
4. The Contractor will schedule the boiler inspection with the inspector.

**6. WRITTEN INSPECTION REPORT:**

1. Produce a written inspection report on system conditions and repair requirements and include it with the invoice to the Contracts Manager.

**Notes:**

1. Boilers & Equipment must meet Provincial Regulatory Authorities Guidelines.
2. Provincial Boiler Inspector to OK all work prior to Boiler re-assembly.