

The City of Saint John

Request for Proposals

for

2021-085001P – Ammonia Refrigeration Systems - Maintenance Services

Saint John, New Brunswick

Request for Proposals No.: 2021-085001P

Issued: Monday, November 8th, 2021

Submission Deadline: Thursday, November 25th, 2021 at 4:00:00 p.m. (Saint John time)

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of maintenance services for the City’s ammonia refrigeration systems, as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Monic MacVicar, CCLP, CPPB
Procurement Specialist
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The City will issue a Purchase order to the successful proponent for the scope of services detailed in this request for proposal.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Agreement on Internal Trade

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at http://www.ait-aci.ca/index_en.htm.

1.6 Duration of agreement

- (1) The agreement resulting from this procurement will be for a period of one (1) year with two (2) additional one (1) year extension periods to be exercised at the City’s sole discretion. Proponents are to bid pricing for all three (3) years on the Pricing Form (Appendix B).

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the provision of maintenance services for the City's ammonia refrigeration systems, as further described in Appendix D – RFP Particulars – Section A – Scope and Requirements.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only, and may be changed by the City at any time.

Issue Date of RFP	Monday, November 8 th , 2021
Deadline for Questions	Wednesday, November 17 th , 2021, 4:00:00 p.m., Atlantic Time
Deadline for Issuing Addenda	Thursday, November 18 th , 2021, 4:00:00 p.m., Atlantic Time
Submission Deadline	Thursday, November 25 th , 2021, 4:00:00 p.m., ADT
Rectification Period	3 Business Days
Anticipated Deadline for Award of Agreement	TBD

3.2 Submission Instructions

(A) Proposals Should Be Submitted at Prescribed Location

- (1) Proposals should be submitted at:

The City of Saint John
Supply Chain Management, 1st Floor
175 Rothesay Avenue
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

(B) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents should submit one signed original and three bound copies of the technical proposal and supporting information, and one signed original copy and three bound copies of the financial proposal and supporting information.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2021-085001P – Ammonia Refrigeration Systems - Maintenance Services**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2021-085001P – Ammonia Refrigeration Systems - Maintenance Services**”.
- (4) Proposals sent by fax or email will be rejected.

(C) Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

(D) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(E) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A – Scope and Requirements. Incomplete proposals or proposals for only part of the Scope and Requirements described in Appendix D shall be disqualified.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, and if the City wishes to request changes and/or improvements to the proponent's proposal, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its BAFO to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

(B) Procurement Protest Procedure

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.
 - (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
 - a. Atlantic Trade and Procurement Partnership
 - b. Canadian Free Trade Agreement
 - c. City of Saint John Policy for the Procurement of Goods, Services and Construction

d. New Brunswick Procurement Act and Regulation 2014-93

(e) Reserved Rights

a. The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
- i) Assess and reject a proposal on the basis of
 - i. Information provided by references;
 - ii. The proponent's past performance on previous contracts;
 - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
 - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.

- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) **Limitation Of Liability And Waiver**

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

4.8 REGIONAL MUNICIPALITIES AND TRI-CITY JOINT PROCUREMENT:

As a condition of award, the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Fundy Regional Service Commission as well as the municipalities of Moncton and Fredericton. This in no way commits these municipalities to participating in this procurement, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.

The City is not responsible for payment for products or services supplied to any Regional Municipality.

The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this procurement.

Failure to comply with the above terms and conditions of this quotation will result in the immediate cancellation of the agreement, without further notice.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

(A) Pricing Form

(1) Complete the following table to provide ammonia refrigeration systems maintenance services pricing based on the specifications, terms and conditions of this RFP, and exclusive of taxes.

COMMODITY CODE	DESCRIPTION	Year 1 Unit Price	Year 2* Unit Price	Year 3* Unit Price
	COMPRESSOR OVERHAUL			
085000011	Cost to Overhaul each Compressor (if necessary) (Labour + Materials)	\$	\$	\$
085000012	Cost to Overhaul each Compressor (Labour)	\$	\$	\$
	ANNUAL SUMMER/SPRING INSPECTION			
085000013	Annual Inspection (Labour + Materials) Materials Include: Fan Belts, Gaskets, Oil Filter and Oil charge, couplings	\$	\$	\$
	REPAIRS:			
085000001	Labour Rate regular time	\$	\$	\$
085000002	Labour Rate overtime	\$	\$	\$
085000003	Materials % Markup	\$	\$	\$
085000010	Minimum Charge (including travel)	\$	\$	\$

**Optional Extension Periods*

Comments: _____

Proponent Name: _____

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX D – RFP PARTICULARS

(A) SCOPE AND REQUIREMENTS

1.0 OVERVIEW

The City of Saint John is seeking proposals to establish a one year supply agreement, with two possible one year extensions, for a qualified and experienced refrigeration contractor who is interested in performing an annual preventative maintenance program related to the ammonia refrigeration systems at the City of Saint John's arenas as per the enclosed specifications, standard operating procedures (SOP's), terms and conditions.

2.0 GENERAL

Proponents shall provide the following information in their proposals:

- **Company Background**
 - ✓ Include history, locations, organizational structure, number of local employees and technicians, summary of services, summary of licenses/certifications
 - **Relevant Experience**
 - ✓ Include dates applicable, location, client (excluding City of Saint John if applicable), Contract value, description of services, number of facilities, relevance to this Contract
 - **Proposed Personnel**
 - ✓ Include primary contact (i.e. client manager or similar role) as well as all licensed personnel who would be assigned to this Contract
 - ✓ For all personnel provide proposed role, office location, relevant education/licensing/training/certifications, and number of years' experience
 - **References**
 - ✓ Limit to three references – include company name, contact name, address, telephone number, and e-mail address (excluding City of Saint John if applicable)
 - **Addenda**
 - ✓ Signed copies of addenda (if applicable) must be provided with the proposal submission
-

3.0 SCOPE OF WORK

3.1 General Requirements:

Contractor is required to adhere to City policies, standard operating procedures and regulations. Contractor will be required to review City operating procedure to ensure staff and public safety. **SEE ATTACHED STANDARD OPERATING PROCEDURES: STANDARD OPERATING PROCEDURES AMMONIA, STANDARD OPERATING PROCEDURE WORKING ALONE AND STANDARD OPERATING PROCEDURES TAG AND LOCK OUT.**

Contractor is to meet with designated City staff to review arena maintenance program and other issues related to refrigeration system, as required.

Contractor may be required to provide cost estimate and recommendation on equipment replacement and upgrade.

Contractor may be required to train City staff.

Contractor is to ensure that future work and invoices related to the Lord Beaverbrook Rink is directed to the Board of Trustees of the Lord Beaverbrook of Saint John Inc.

Provide a description of processes that your firm proposes for the project from start to finish. Please note that all works to the Ice Plant are to be performed during seasonal shut-down (from April 14 to August 30). Contractor is to ensure that there are no interruptions to the rink operation during this period. Public health and safety must be protected at all times. Work to be completed by end of August, with the exception of one arena. One arena which is open for summer ice to be completed by end of May.

Detail list of all materials to be supplied along with methodology to be employed in the provision of the services required to meet the City of Saint John's objectives.

The definition of regular time shall be from 8:00 am to 5:00 pm Monday through Friday inclusive. The definition of overtime shall be all other hours of the day and night, including weekends and statutory holidays.

The contractor shall purchase all materials from suppliers and provide the City with copies of supplier's invoices detailing materials, costs and contractors discounts. The City may supply or order special or non-routine materials as directed by City staff. If contractor is unable to supply materials, the City may cancel this contract.

There is no guaranteed minimum amount of work in this contract.

The contractor must provide a means of communication for 24-hour/day, seven day/week contact. (Pager, answering service, cellular phone, etc.) with a 2 hour response time.

When changes are made to existing equipment or services, accurate drawings/schematics (may be hand drawn) must be supplied to the City upon completion of the work, and signed by the contractor, indicating clearly all changes, improvements, alterations.

The City reserves the right to reject proposals from parties who fail to satisfy the City that they have sufficient knowledge and experience to carry out the service required.

Contractor shall employ only competent and qualified workers and will provide the City with copies of all licenses and/or certificates for the employees who will be providing the services, herein described. New employees hired or assigned to this contract during its term shall also comply with this condition. This information is to be provided to Facilities Mgt. designate.

Contractor or his workmen shall carry with them all necessary tools, and equipment, required to carry out this contract. Equipment and ladders/hoists to reach a height up to 30 feet are the responsibility of

the contractor and should be available at all times. Any ladder/hoist equipment required to service beyond the height of 30 feet shall be paid or supplied, at its option, by the City.

No travel time shall be eligible for payment, where City owned buildings requiring maintenance services are located within City Limits.

Contractor shall stock basic supplies/parts for minor repairs/maintenance within the service van/vehicles used by the servicemen. City shall help the contractor to identify frequently required parts/materials.

Notwithstanding the above, the City reserves the right to seek tenders and quotes on specific facility improvements.

This is an annual inspection contract only. The City reserves the right to obtain competitive bids from other sources for any new installations.

The City shall have the right to demand replacement of any of the contractor's employees, if they are found, in the opinion of the Manager or his designate to be not performing satisfactorily.

The City reserves the right to immediately cancel this contract at its sole discretion with a written notice if it deems the services of the contractor to be unsatisfactory or due to operational necessity.

The City of Saint John does not bind itself to accepting the lowest or any proposal received, but reserves the right to award the contract to its best advantage.

3.2 City of Saint John Ammonia Refrigeration Systems and Locations:

The City of Saint John owns and operates the following arenas with the exception of the Lord Beaverbrook Rink:

Table 1		
1	Hilton Belyea Arena	Lowell Street
2	Peter G. Murray Arena	Dever Road
3	Charles Gorman Arena	University Avenue
4	Stewart Hurley Arena	Hickey Road
5	Lord Beaverbrook Rink *	Main Street

* The Lord Beaverbrook Rink is operated by the Board of Trustees of the Lord Beaverbrook of Saint John Inc.

Each ammonia refrigeration system consists of the following:

Table 2
- Two compressors/motors with the exception of the Lord Beaverbrook Rink which has 3 compressors.
- Two brine pumps/motors
- Brine pipes and heaters
- Chiller/related accessories
- Two Unisab controller
- Condenser tank/pumps/motors
- Glycol system
- Two Baltimore condensers

3.3 Annual Inspections:

The contractor shall be responsible to perform an annual preventative maintenance program of the ammonia refrigeration system in all arenas noted in this document.

Contractor shall be responsible for the start-up of the refrigeration system.

Contractor shall be responsible to supply all materials required to complete the inspections.

Contractor is responsible to compile list of deficiencies and recommended improvements, along with Cost, to be performed during the arena’s shut down.

Contractor shall be responsible to maintain documentation of all maintenance work, including maintenance logs and inspection reports, on a computer as well as a hard copy.

Contractor shall include one year warranty on any labour performed for the duration of this contract.

3.4 Compressor Overhaul:

Contractor shall provide fixed cost (materials and labour) to overhaul one Sabroe compressor as required by the manufacturer’s recommendation.

(B) EVALUATION CRITERIA

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
Presentation/Format of Proposal and Completeness: <ul style="list-style-type: none">• Has the proponent addressed all of the needs identified?• Is the proposal presented in an organized and professional manner?	5
Qualifications and Experience: <ul style="list-style-type: none">• Has the proponent demonstrated a level of expertise with the requirements of this RFP?• Has the proponent demonstrated the ability to provide experienced and qualified personnel?	35
Scope of Services: <ul style="list-style-type: none">• Proposed approach to the delivery of the required services and availability of resources to deliver services in a timely and efficient manner	20
Cost: <ul style="list-style-type: none">• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.• The financial proposal shall include:<ul style="list-style-type: none">○ Pricing Form○ Additional cost information as required	40
TOTAL POINTS FOR STAGE II	100

(C) SUBMISSION REQUIREMENTS

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Presentation/Format of Proposal and Completeness

- i. an introduction with respect to the proponent's interest in this opportunity; and
- ii. a description of the proponent's understanding of the scope of services and the role of the service provider in the context of this RFP.

(b) Qualifications and Experience

- i. a brief description of the proponent;
- ii. description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. the roles and responsibilities of the proponent and any of its agents, employees and subcontractors (if applicable), who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective experience, qualifications and certifications;
- iv. a description of how the proponent will provide the Deliverables, which should include a work plan indicating how the proponent intends to deliver the services;
- v. a Reference Form in accordance with the instructions set out in the Form attached as Appendix C to this RFP; and
- vi. a description of key personnel's experience and qualifications.

(c) Scope of Services

- a description of how the proponent will provide the Deliverables, including availability of resources and a work plan demonstrating how the proponent intends to structure its working relationship with the City and deliver services in a timely and efficient manner

(d) Cost

- i. completed Pricing Form as provided in Appendix B in a separate, sealed envelope.

APPENDIX E –

ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

ANNEX F-1 Compressor - Regular Maintenance

Equipment: Compressor #	Date:
Next Scheduled Maintenance:	*Hours of Operation:
Model:	Location:
SN:	

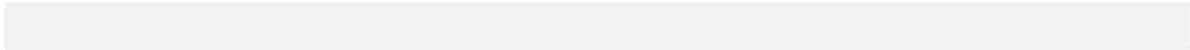
Task Description	Comments	Completion Date
Isolate and open compressor inspection plate, making sure to clean and inspect the sump for traces of water or metal fillings.		
Check and inspect connecting rods and crankshaft for any visible damage that can be readily seen.		
Install new oil filter and add oil to sump. Attached oil test.		
Clean suction filter.		
Clean and inspect the cooling water jackets and cooling water pump.		
Inspect and repair the insulation on all suction lines.		
Check the following are functioning correctly: solenoid valves, compressor cooling, safety automatics and heating rod.		
Re-tighten external piping connections. Check oil return system		
Inspect Compressor motor bearings for vibrations. Check Belts for wear or misalignment and Belt tensioning bracket.		
Work done by:	Initial:	Date:
Items Requiring Attention:		

** Please see maintenance manual for hours of operation greater than 7500, 15,000 hours for Sabroe & Mycom Compressors **

ANNEX F-2 CHILLER - REGULAR MAINTENANCE

Equipment: Chiller		Date:	
Next Scheduled Maintenance:		Location:	
Model #:			
SN:			
Task Description	Comments	Completion Date	
Drain all oil from the ammonia side of the chiller. Record amount removed.			
Inspect and repair all valves and piping on the chiller.			
Inspect and repair any loose or damaged insulation on the chiller and surrounding pipe.			
Rust proof/paint pipes.			
Check ammonia metering device.			
Work done by:	Initial:	Date:	

Items Requiring Attention:



ANNEX F-3 BRINE PUMP & PIPING - REGULAR MAINTENANCE

Equipment: Brine Pump & Piping #	Date:
Next Scheduled Maintenance:	
SN:	Location:
Model:	

Task Description	Comments	Completion Date
Inspect and repair brine pumps and piping. Look for leaks, poor piping and loose or damaged insulation.		
Inspect and repair brine pump seal and seal face.		
Inspect and repair brine pump and electric motor. Look for abnormal vibration, wear on the drive coupling and operating of pump capacity. Examine suction and discharge pressures.		
Lubricate electric motor and brine pump.		
Check and repair all valves for proper operation. Inspect Brine pump Couplings.		
Clean and rust proof all exposed pipes.		
Rotate Brine Pump/Motor (if necessary)		
Inspect Brine Headers for leaks/rust		
Perform Brine Analysis for pH and Specific Gravity		
Work done by:	Initial:	Date:

Items Requires Attention:

**ANNEX F-4 AMMONIA EVAPORATIVE CONDENSORS -
REGULAR MAINTENANCE**

Equipment: Ammonia Condenser #	Date:
Next Scheduled Maintenance:	Location:
Model:	SN:

Task Description	Comments	Completion Date
Check and repair external casing looking for water leaks and damaged panels.		
Check and clean condenser internally, oil and pan. Checks fill to ensure in good order.		
Clean and replace (if necessary) all water spray nozzles for proper operation.		
Check motor for vibration and lubrication. Check alignment of motor and drives.		
Check and replace all fans and drive belts once per year.		
Check for external corrosion and clean. Check sump heater for proper operation.		
Check baffles for cracks or missing parts. Check coil to ensure clean of debris		
Work done by:	Initial:	Date:

Items Requires Attention:

ANNEX F-5 COOLING WATER TANK - REGULAR MAINTENANCE

Equipment :Condenser Cooling Water Tank and Circulating Pump	Date:
Next Scheduled Maintenance:	Location:
Model:	SN:

Task Description	Comments	Completion Date
Check all Circulating pumps and electric motors. Look for abnormal vibration; wear on the drive couple for operation of pump capacity.		
Check and repair the water level float/control and all external piping		
Check and repair the external part of the tank for leaks and any corroded area. Repair and rust proof/paint tank lip.		
Drain and thoroughly clean and inspect the internal part of the tank. Repair and rust proof/paint the internal part of the tank. (if Required)		
Other		
Work done by:	Initial:	Date:

Items Requiring Attention:

APPENDIX F – STANDARD OPERATING PROCEDURES

Contents

- 1) Standard Operating Procedure: Ammonia
- 2) Standard Operating Procedure: Working Alone
- 3) Standard Operating Procedure: Tag and Lockout for Compressor, Condenser and Brine Pump

STANDARD OPERATING PROCEDURE

AMMONIA

SCOPE

This procedure outlines required actions for City employees and outside contractors working with ammonia in City of Saint John arenas

All work performed under this procedure shall conform to NBOHSA , Regulation 91-191, City of Saint John Policies and Procedures, and applicable general and job-specific contract safety specifications.

Please review and understand this procedure in its entirety before commencing work. In the event of any uncertainty about the meaning of the information contained in this document, consult your supervisor.

This Standard Operating procedure is effective _____

TRAINING

Required Licenses

- 1) N/A
- 2) Refrigeration Mechanics must be licenced within N.B.

Required Training (City Employees)

COURSE	FREQUENCY
OHS I	Orientation
AMMONIA SOP	Tailgate Talks, Weekly Safety Talks
WHMIS	4 years
Formal Arena Operator Refrigeration Training	On promotion
Arena Operator Refresher	Annual, OJT
CPR First Aid	3 years (with annual refresher)
SOP Arena Evacuation	Tailgate Talks, Weekly Safety Talks
Respiratory Protection Training	On promotion

Required Training (Contractors)

COURSE	FREQUENCY
AMMONIA SOP	Prior to working in the arena
General Refrigeration Course (NBCC, 1 yr)	Licensing process
Work Experience (Ammonia) (2 yrs)	Licensing process
CSJ Tag and Lockout SOP	Prior to working in the arena
SOP Arena Evacuation	Prior to working in the arena
Respiratory Protection Training	Job Specification

WORK PROCEDURES

Control Procedure

1. Refrigeration Mechanics shall inform City staff (Rink Attendant) of their arrival, and explain the purpose of their visit.
2. Refrigeration Mechanics shall sign the “Visitor Log Book”, located in the Arena Office or in the Ice Plant.
3. The Refrigeration Mechanic shall perform a preliminary assessment of the problem.
4. The Refrigeration Mechanic shall discuss the required scope of work, including safety and operational implications, with the Rink Attendant.
5. Based on the assessment of the possibility of a discharge of ammonia outside of its containment system, one of three courses of action will be required:
 - a) **No Loss of Containment Anticipated:**
 - i) Refrigeration Mechanic shall complete required work according to accepted industry standards
 - ii) In the event that the arena is unoccupied (i.e. no staff), the Refrigeration Mechanic shall follow applicable “Working Alone SOP” in carrying out the work.
 - iii) Refrigeration Mechanic shall continue monitoring the ammonia level and if levels increase, continue to step two and inform the Rink Attendant
 - iv) The Refrigeration Mechanic shall be required to practice good housekeeping, including the immediate removal of any waste oil and other materials and parts.
 - v) Communicate with the Rink Attendant, as applicable, and sign the “Visitor Log” upon completion of work
 - b) **Possibility of a Release of Ammonia of Threshold Limit Value (TLV) or less**
 - i) Communicate scope of work and associated risks to the Rink Attendant
 - ii) Refrigeration Mechanic shall ensure that the exhaust fan **is ON**.

- iii) Open exit doors from the refrigeration room to create cross ventilation.
- iv) In the event that the arena is unoccupied (i.e. no staff), the Refrigeration Mechanic shall follow applicable “Working Alone SOP” in carrying out the work.
- v) Deploy clearly visible warning signage at all entrances/exits to the refrigeration plant.
- vi) Refrigeration Mechanic shall continue monitoring the ammonia level and if levels increase, continue to step three and inform the Rink Attendant.
- vii) Refrigeration Mechanic shall complete required work according to accepted industry standards.
- viii) The Refrigeration Mechanic shall be required to practice good housekeeping, including the immediate removal of any waste oil and other materials and parts.
- ix) Communicate to the Rink Attendant, as applicable, and sign the “Visitor Log” upon completion of work

c) Possibility of a Release of Ammonia of greater than Threshold Limit Value (TLV)

- i) Communicate scope of work and associated risks to the Rink Attendant
- ii) Refrigeration Mechanic shall ensure that the exhaust fan **is ON**.
- iii) Open exit doors from the refrigeration room to create cross ventilation.
- iv) The Refrigeration Mechanic shall wear Personal Protective Equipment
- v) In the event that the arena is unoccupied (i.e. no staff), the Refrigeration Mechanic shall follow applicable “Working Alone SOP” in carrying out the work.
- vi) Deploy clearly visible warning signage at all entrances/exits to the refrigeration plant.
- vii) Refrigeration Mechanic shall continue monitoring the ammonia level and if the ammonia alarm sounds, activate the Arena Evacuation Standard Operating Procedure.
- viii) The Rink Attendant will avoid entry into affected areas while work is in progress

Personal Protective Equipment

1. Safety Boots
2. Ear Plugs
3. Emergency Escape Breathing apparatus (EEBA)
4. Refrigeration Mechanic: Air Purifying Respirator with an Ammonia Cartridge

EMERGENCY PROCEDURES

Follow applicable emergency procedure, depending upon the nature of the emergency, i.e. Fire Safety Procedure, Arena Evacuation Procedure.

STANDARD OPERATING PROCEDURE

WORKING ALONE

Revised Feb 1, 2012

SCOPE

This procedure provides protection for the Refrigeration Mechanic while working alone.

All work performed under this procedure shall conform to NBOHSA , Regulation 91-191, City of Saint John Policies and Procedures, and applicable general and job-specific contract safety specifications.

Please review and understand this procedure in its entirety before commencing work. In the event of any uncertainty about the meaning of the information contained in this document, consult your supervisor.

TRAINING

Required Licenses

1. Journeyman Refrigeration Mechanic

Required Training

COURSE	FREQUENCY
Working Alone Standard Operating Procedure	Tailgate Talk
CPR First Aid	2 years

WORK PROCEDURES

Control Procedure

1. This Standard Operating Procedure applies for any time during the carrying out of work in which the Refrigeration Mechanic is working alone, either the full task duration or any part thereof.
2. Whenever possible, ensure that the Arena Attendant or other assigned employees are present to render assistance.
3. If the Refrigeration Mechanic is working in the arena and maintains visual and voice communication with the Arena Attendant and/or another contractor(s) on site, this Working Alone Standard Operating Procedure does not apply, for the duration of time in which this condition pertains.
4. The Refrigeration Mechanic shall be equipped with a cell phone.
5. The Refrigeration Mechanic shall notify the appropriate Facilities Management (Leisure Services on nights and weekends) staff person of the planned work location, estimated time of arrival, and estimated duration of the job before commencing any hazardous operation in which the employee will be working alone.

Personal Protective Equipment

1. Refer to appropriate Standard Operating Procedure for task.

General Instruction

1. The Refrigeration Mechanic will carry a cellular phone throughout the planned operation and will ensure that it is turned on and is working properly.
2. The Refrigeration Mechanic will call the designated Facilities Management (Leisure Services on nights and weekends) staff person every two hours.
3. The designated Facilities Management (Leisure Services on nights and weekends) staff person will attempt to contact the Refrigeration Mechanic if a call in is missed.
4. If telephone contact with the Refrigeration Mechanic cannot be established, the appropriate staff member will request Leisure Services operational personnel to visit the arena and confirm the safety of the Refrigeration Mechanic.
5. If Leisure Services operational personnel are unavailable, the appropriate Facilities Management staff person will visit the arena and confirm the safety of the Refrigeration Mechanic.

EMERGENCY PROCEDURES

Follow applicable emergency procedure, depending upon the nature of the emergency, i.e. Fire Safety Procedure, Arena Evacuation Procedure.

STANDARD OPERATING PROCEDURE

TAG AND LOCKOUT FOR COMPRESSOR, CONDENSER AND BRINE PUMP

Revised February 1, 2012

SCOPE

This procedure outlines required Tag and Lockout steps for deenergization and reenergization of compressors, brine pumps, and dehumidifier in the ice plant.

All work performed under this procedure shall conform to NBOHSA , Regulation 91-191, City of Saint John Policies and Procedures, and applicable general and job-specific contract safety specifications.

Please review and understand this procedure in its entirety before commencing work. In the event of any uncertainty about the meaning of the information contained in this document, consult your supervisor.

TRAINING

Required Licenses

1. Journeyman Refrigeration Mechanic and/or Electrician

Required Training (City Employees)

COURSE	FREQUENCY
OHS I	Orientation
CPR First Aid	3 years (with annual refresher)
SOP Tag and Lockout	Orientation, Tailgate Talks, Weekly Safety talks
SOP Arena Evacuation	Tailgate Talks, Weekly Safety Talks

Required Training (Contractors)

COURSE	FREQUENCY
Journeyman Refrigeration or Electrical Training	N.B Trades Certification Process
CSJ Tag and Lockout SOP	Prior to working in the arena
SOP Arena Evacuation	Prior to working in the arena

WORK PROCEDURES

Control Procedure

1. If there is more than one (1) person working on the same piece of equipment, **each person is to Lock & Tag the piece of equipment**
2. Each person involved in the Lockout will carry their own Lock and Tag.
3. If more than one person is involved in the lockout, lockout Scissors will be used
4. Locks will be removed **only by the employee who applied them**, except in one circumstance.
5. If the employee who applied the lock is not present, an attempt will be made to contact that employee.
6. If the employee cannot be contacted and/or cannot attend, the supervisor shall remove the employee's lock.

General Instruction

1. Manually stop the appropriate equipment (rotary switch)
2. Shut off switch to main panel
3. Open the appropriate starter panel
4. Using an ***appropriate*** voltmeter verify that the equipment in question is in a "0" energy state
5. Using an ***appropriate*** Fuse Puller, pull the fuses.
6. Close and lock the electrical panel.
7. Apply a "***Tag and Lockout***" tag.
8. When work is complete, remove the lock from the panel
9. Remove the tag from the panel
10. Reverify that the equipment is in a "0" energy state, using an ***appropriate*** voltmeter.
11. Using an appropriate CSA approved Fuse Puller, reinstall the fuses.
12. Announce your intention to reenergize the equipment to employees in the vicinity.
13. Ensure safe clearance of other employees in the vicinity.
14. Reenergize the equipment.
15. Verify that the correct voltage is present according to the designed specifications of the equipment.
16. Restart the equipment using the rotary switch.
17. Check to ensure that the amperage is correct.

Personal Protective Equipment

1. Lock(s) and tag(s)
2. Lockout Scissors (as required)
3. CSA approved Fuse up to 2000 volts
4. Safety Boots
5. Ear Plugs
6. Emergency Escape Breathing apparatus (EEBA)
7. Refrigeration Mechanic: Air Purifying Respirator with an Ammonia Cartridge
8. Gloves

EMERGENCY PROCEDURES

Follow applicable emergency procedure, depending upon the nature of the emergency, i.e. Fire Safety Procedure, Arena Evacuation Procedure.