

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet HVAC Maintenance	
Solicitation No. - N° de l'invitation EJ196-130473/A	Date 2012-10-02
Client Reference No. - N° de référence du client R.019633.416	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-290-61309	
File No. - N° de dossier fk290.EJ196-130473	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-13	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghoumrassi, Hakim	Buyer Id - Id de l'acheteur fk290
Telephone No. - N° de téléphone (819) 956-7448 ()	FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC, NCA (Ottawa), CFS Leirtrim, 3545 Leirtrim Road, Ottawa, Ontario, K1A-0S5	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Maintenance & Professional Consulting Services Division
(FK)
11 Laurier St./ 11, rue Laurier
3C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Mandatory Site Visit

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
 - Section I Technical Bid
 - Section II Financial Bid

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award

PART 6 - SECURITY REQUIREMENT

- 6.1 Security Requirement
- 6.2 Employee Information for Security

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
 - 7.2.1 General Conditions
- 7.3 Security Requirement
- 7.4 Term of Contract
 - 7.4.1 Period of Contract
- 7.5 Authorities
 - 7.5.1 Contracting Authority
 - 7.5.2 Technical Authority
 - 7.5.3 Contractor's Representative
- 7.6 Payment

Solicitation No. - N° de l'invitation

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R.019633.416

File No. - N° du dossier

fk290EJ196-130473

CCC No./N° CCC - FMS No/ N° VME

- 7.6.1 Limitation of Expenditure
- 7.6.2 Basis of Payment
- 7.6.3 SACC Manual Clauses
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws
- 7.10 Priority of Documents
- 7.11 Insurance Requirements
 - 7.11.1 Insurance Requirements
 - 7.11.2 Commercial General Liability Insurance
- 7.12 Cellular Phones and/or Pagers
- 7.13 Site Regulations
- 7.14 Pre-commencement Meeting

List of Annexes:

- Annex A Statement of Work
- Annex B Cost Estimate Form for Extra Work
- Annex C Complete List of names of all individuals who are currently directors of the Bidder

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirement; includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work; the Cost Estimate Form for Extra Work and a Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder.

1.2 Summary

- (i) To provide maintenance and inspection services, including all necessary tools, services, materials, and labour on Heating, Ventilation, and Air Conditioning (HVAC) equipment in accordance with the Statement of Work attached herein as Annex A.
- (ii) This requirement is for Public Works and Government Services Canada (PWGSC) located at various buildings in the National Capital Area at **CFS LEITRIM (3545 Leitrim Road, Ottawa, Ontario)**.
- (iii) Mandatory Response Time

As per **Annex A**, Statement of Work 8M3-1588-8, SW 3. Service, items 3.5.1; 3.5.2; and 3.6 it is a mandatory requirement of the contract that:

- a. The Contractor must provide twenty-four (24) hour, seven (7) days a week emergency call back service for the duration of the contract.
- b. The Contractor must respond within **30 minutes** and be on site ready to work within two (2) hours of receiving the emergency call. All work for emergency service must be executed by qualified service personnel named in the Contract and such work must proceed continuously until the system is returned to safe operating condition.
- c. The Technical Authority may request that the Contractor's non working Service Manager respond on site within two (2) hours of receiving the call on a 24 hour, 7 day basis.

(iv) The period of any resulting Contract will be for a period five (5) years. The services must be provided in accordance with Statement of Work 8M3-1588-8, attached herein as Annex A.

(v) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. Bidders should consult the " Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

(vi) pursuant to section 01 of Standard Instructions 2003, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

(vii) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile FTA, the Canada-Colombia FTA, and the Canada-Peru FTA).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

- The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

- The text under Subsection 4 of Section 05 - Submission of Bids of 2003 referenced above is amended as follows:

Delete: sixty (60) days

Insert: *one hundred twenty (120) days*

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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 Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **October 31, 2012 at 10:00 AM**. Bidders are to meet at the **main security post of the CFS LEITRIM (3545 Leitrim Road, Ottawa, Ontario)**.

Due to the nature of the requirement, it is mandatory that Bidders submit their name (Company legal name), Company telephone number and the name of each individual that will be attending the site visit to the Contracting Authority by e-mail at hakim.ghoumrassi@tpsgc-pwgsc.gc.ca or by facsimile at (819) 956-3600 **no later than October 25, 2012 at 3:00 PM**.

Bidders must communicate with the Contracting Authority prior to the visit to confirm attendance.

Bidders will be required to sign an attendance form at the beginning of the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

It is mandatory that bidders **provide and wear safety boots for the site visit**. Bidders who do not wear safety boots will not be permitted to attend the site visit.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid (1 hard copy) in sections as follows:

- Section I: Technical Bid; and
- Section II: Financial Bid
- Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

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

Section I: Technical Bid

3.1.1 Bidders shall duly complete and **SIGN** the first page of their Request For Proposal document, or upon request from the Contracting Authority.

3.1.2 Submission of Evidence

Submission of Evidence as described in 3.1.3, 3.1.4, 3.1.5 and 3.1.6 below **MUST** be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence will result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive.

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

3.1.3 Mandatory Card and Licensing Documentation

To carry out the work on this requirement, Service Personnel employed by the Contractor must be in possession of the required cards and licenses indicated below. It is mandatory that valid copies of the required cards and licenses for each Service Personnel to work on this requirement be submitted with the

proposal. If not included with the proposal, the bid will be deemed non-responsive.

.1 *Air Conditioning Equipment* - One (1) service personnel and one (1) back-up with:

- A valid Ozone Depletion Prevention Card for the Province of Ontario (or approved interprovincial equivalent); and
- A valid Refrigeration and Air Conditioning Certification Licence for the Province of Ontario (or approved Red Seal interprovincial equivalent); and
- A valid Fall Protection Certificate

.2 *Gas Fired Appliances* - One (1) service personnel and one (1) back-up with:

- A valid permanent Province of Ontario Certificate G2 (Gas Technician 2), (or approved Red Seal interprovincial equivalent);and
- A valid Fall Protection Certificate

The personnel named in 'Air Conditioning Equipment' above may also be named in 'Gas Fired Appliances' provided they hold the required certifications of each category.

3.1.4 Mandatory Employee Experience and Past Performance

To carry out the work on this requirement, the contractor must provide One (1) service personnel and one (1) back-up.

The bidder must provide evidence to demonstrate that the service personnel proposed to perform maintenance of HVAC equipment have five (5) recent years experience and past performance by referencing two (2) similar projects/contracts the service personnel have performed satisfactorily. The bidder must complete the following form for each technician who will be performing work on this requirement in order to demonstrate that each proposed technician has the required experience.

- Recent experience is defined as experience gained from January 2005 up to and including the solicitation closing date.
- Similar is defined as a comprehensive maintenance service on HVAC equipment.

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

.1 Air Conditioning Equipment

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

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

Solicitation No. - N° de l'invitation

EJ196-130473/A

Amd. No. - N° de la modif.

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fk290EJ196-130473

Buyer ID - Id de l'acheteur

fk290

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

R.019633.416

CCC No./N° CCC - FMS No/ N° VME

.2 Gas Fired Appliances

The personnel named in 'Air Conditioning Equipment' above may also be named in 'Gas Fired Appliances' provided they hold the required certifications of each category.

NAME OF G2 SERVICE PERSONNEL 1 :		
Name of client organization or Company	Project/Contract Reference # 1: _____	Project/Contract Reference # 2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)
NAME OF G2 SERVICE PERSONNEL 2 :		
Name of client organization or Company	Project/Contract Reference # 1: _____	Project/Contract Reference # 2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)

In cases where experience is acquired concurrently, the time period will be considered only once for the purpose of calculating the minimum requirement of 5 years of recent experience.

3.1.5 Mandatory Non-Working Service Manager Expertise and Experience

The bidder must provide evidence of its Non-Working Service Manager recent experience and past performance by referencing at least one (1) similar project/contract. It is mandatory that the Service Manager have the five (5) years experience in a supervisory role servicing HVAC equipment. The bidder must complete the following form in order to demonstrate that the proposed Non-Working Service Manager have the required experience.

- Recent experience is defined as experience gained from January 2005 up to and including the solicitation closing date.
- Similar is defined as a comprehensive maintenance service on HVAC equipment.

Provide the name of the Non-Working Service Manager _____	
Name of client organization or Company	Name: _____
Name and title of client contact who can confirm the information presented in the proposal.	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone No.: _____ Fax No.: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (year/month/day) To: _____ (year/month/day)
Description of Project or contract: _____ _____ _____	
Responsibilities of the individual: _____ _____ _____ _____	

Should it be necessary to provide more project/contract reference names in order to demonstrate that the proposed Non-Working Service Manager has the required five (5) years experience, then the Contractor must provide this additional information on a separate sheet and attach with the proposal.

3.1.6 Mandatory Contractor's Experience and Past Performance

The bidder must provide evidence of its recent experience and past performance by referencing three (3) similar projects/contracts. The bidder must complete the following form in order to demonstrate that it has the required experience.

- Recent experience is defined as experience gained from January 2005 up to and including the solicitation closing date.
- Similar is defined as a comprehensive maintenance service on HVAC equipment.

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of three (3) projects will be assessed. The first three (3) projects listed in the proposal will be considered for evaluation.

Name of client organization or Company	Project/Contract Reference #1: _____	Project/Contract Reference # 2: _____	Project/Contract Reference # 3: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)	From: _____ (year/month/day) To: _____ (year/month/day)
Description of Project/Contract	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

3.1.7 Apprentices

Solicitation No. - N° de l'invitation

EJ196-130473/A

Amd. No. - N° de la modif.

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fk290

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R.019633.416

File No. - N° du dossier

fk290EJ196-130473

CCC No./N° CCC - FMS No/ N° VME

Apprentices employed by the Contractor must be fully registered in a Tradesman Program related to the services in Annex A, Statement of Work. Apprentices must work under the direction of a Journeyman Mechanic. Canada reserves the right to request proof of registration in a Tradesman Program related to the services in Annex A, Statement of Work at any time during the term of the contract.

Section II: Financial Bid

Bidders must submit their firm rates in accordance with the Pricing Schedule detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

The following requirement MUST be strictly adhered to: Failure to do so shall render the bidders' proposal as non-responsive.

It is MANDATORY that the bidders submit firm prices/rates for the five year period of the contract for all items listed hereafter.

Pricing Schedule 1 - Firm Price

Firm all inclusive prices including all necessary tools, services, replacement or repair parts, materials, labour and all related costs as detailed in Annex A, Statement of Work 8M3-1588-8.

Equipment Inventory

1-Building: # 138									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rooftop South	Lennox	GCS166 531251	6390K523 92	\$	\$	\$	\$	\$
1	Rooftop	Lennox	GCS166 531253	5697F045 26	\$	\$	\$	\$	\$
1	Rooftop	Lennox	GCS161 8533	5690K014 36	\$	\$	\$	\$	\$
1	Rooftop North	Lennox	LGA120 HH1J	5697C044 05	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (1)					\$				

2-Building: # 250									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Exterior West Wall	Mitsubishi Mr. Slim	PUY-A3 6MHA	77U90873 D	\$	\$	\$	\$	\$
1	Exterior West Wall	Mitsubishi Mr. Slim	PUY-A3 6MHA	76U90759 C	\$	\$	\$	\$	\$
1	Exterior West Wall	Mitsubishi Mr. Slim	PUZ-4E K3	56U00659 C	\$	\$	\$	\$	\$
1	Exterior West Wall	Mitsubishi Mr. Slim	PUZ-4E K3	58U00974 HD	\$	\$	\$	\$	\$

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R.019633.416

fk290EJ196-130473

1	Exterior Wall North	Mitsubishi Mr. Slim	PU24E K	45000593 C	\$	\$	\$	\$	\$
1	Exterior Wall South	Mitsubishi Mr. Slim	PU18E K	83000978 8	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (2)					\$				

3-Building: # 250A									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rooftop South	Mitsubishi Mr. Slim	PUYA6 NHA	78U9096Z D	\$	\$	\$	\$	\$
1	Rooftop South	Mitsubishi Mr. Slim	PUYA6 NHA	78U90945 D	\$	\$	\$	\$	\$
1	Outside North East	Blanchard Ness	DDC-30 SP	89080049	\$	\$	\$	\$	\$
1	Inside North East	Airflow	CCT22 A6	M260D10 2	\$	\$	\$	\$	\$
1	Outside North	Blanchard Ness	DDC-30 SP	89030048	\$	\$	\$	\$	\$
1	Inside North	Airflow	CCT22 A6	M260D10 1	\$	\$	\$	\$	\$
1	Outside North	Blanchard Ness	DDC-30 SP	8903047	\$	\$	\$	\$	\$
1	Inside North	Airflow	CCT22 A6	M260D10 0	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (3)					\$				

4-Building: # 250D									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Penthouse	Pneumatech	AD-25	9409-T11 8237-ST	\$	\$	\$	\$	\$
1	Room 1066	DeVilbiss	8015	N8015115 0306129	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (4)					\$				

5-Building: # 251

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Outside North West	Day & Night	77CB03 0300	2189A139 48	\$	\$	\$	\$	\$
1	Rooftop	Carrier	48HJE0 06-151 MS	0707G104 78	\$	\$	\$	\$	\$
1	Room 1202	Chromalox	315-320	15409152 3	\$	\$	\$	\$	\$
1	Outside North East	Engineered Air	DJE-10 0-0	M11523M UA	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for each year (5)					\$				

6-Building: # 262

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rooftop	Sanyo	CM181 2	19301	\$	\$	\$	\$	\$
1	Visitor Area	Sanyo	KMS09 12	30601	\$	\$	\$	\$	\$
1	Guard Area	Sanyo	KMS09 12	29101	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (6)					\$				

7-Building: # 263

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Pusher Hut	Trane	CAS-75 5A	3H-79114	\$	\$	\$	\$	\$
1	Pusher Hut	Climate Master	SPW-80 5D	E88-3021 9	\$	\$	\$	\$	\$
1	Pusher Hut West	Electrohome	AW905 AOO	01018520 47	\$	\$	\$	\$	\$
1	Pusher Hut East	Electrohome	AW905 AOO	01018520 37	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (7)					\$				

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EJ196-130473/A

fk290

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.019633.416

fk290EJ196-130473

8-Building: # 264									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	North Wall	Electrohome	A3300	52229485 14	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (8)					\$				

9-Building: # 266									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Dome Interior	Carrier	40AQ02 4300BU	2186A333 83	\$	\$	\$	\$	\$
1	Dome Exterior	Carrier	38GP02 4320	988A0801 5	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (9)					\$				

10-Building: # 267									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Dome Interior	Carrier	40AQ02 4300BU	1087A138 64	\$	\$	\$	\$	\$
1	Dome Exterior	Carrier	38GP02 4320	988A0801 5	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (10)					\$				

11-Building: # 268									
Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rooftop South	Trane	YCD06 0CWHA BD	K471 00556D	\$	\$	\$	\$	\$
1	Rooftop Middle	Trane	YCD06 0CWHA BD	K4710055 7D	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EJ196-130473/A

fk290

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.019633.416

fk290EJ196-130473

1	Rooftop North	Trane	YCD06 0CWHA BD	K4710055 8D	\$	\$	\$	\$	\$
1	Rooftop Middle East	Trane	YCD18 0BWHA ADD	K3010302 9D	\$	\$	\$	\$	\$
1	Rooftop West	Carrier	38ARD 012-101	1103G601 65	\$	\$	\$	\$	\$
1	Rooftop East	Carrier	48TME 012-A-1 01CA	1103G304 65	\$	\$	\$	\$	\$
1	Rooftop East	Carrier	48TME 012-A-1 01CA	1103G304 66	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (11)					\$				

12-Building: # 271

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Mechanical Room	DeVilbliss	8015	0305-101 A-9711-2 37N	\$	\$	\$	\$	\$
1	Mechanical Room	Carrier	9550123 00	4493X051 96	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (12)					\$				

13-Building: # 272

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	North Wall	Electrohome	A3300	52229485 14	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (13)					\$				

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EJ196-130473/A

fk290

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.019633.416

fk290EJ196-130473

14-Building: # 273

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Exterior Ground South	Mitsubishi	PUY-A1 8MAZ	73L01596 B	\$	\$	\$	\$	\$
1	Wareho use Inside	Liebert	UD199 A	48566A	\$	\$	\$	\$	\$
1	Wareho use Outside	Liebert	CDL-23 3J	82110154	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (14)					\$				

15-Building: # 279

Units	Location Room No.	Make	Model	Serial No.	Year 1	Year 2	Year 3	Year 4	Year 5
1	Rooftop Middle	Lennox	LGC300 M4AM2J	5607C091 86	\$	\$	\$	\$	\$
1	Rooftop North	Mitsubishi Mr. Slim	PUYA/8 NMA	69U01959 D	\$	\$	\$	\$	\$
1	UPS Container Exterior North Wall	Liebert	E5048SR Y	N08MH50 289	\$	\$	\$	\$	\$
Total for each year					\$	\$	\$	\$	\$
Total for 5 years (15)					\$				

Summary of Pricing Schedule 1 (Table 1)

Period	Firm Quarterly Rate	Number of Quarters	Firm Price
Year 1	\$	x 4	\$
Year 2	\$	x 4	\$
Year 3	\$	x 4	\$
Year 4	\$	x 4	\$
Year 5	\$	x 4	\$
Total for Year 1 to 5			\$

Pricing Schedule 2: Extra Work - As and When Requested

Extra work as described in Annex A - PWGSC Scope of Work 8M3-1588-8, "Extra Work" will be conducted on an as and when requested basis where charges shall be made for actual labour and repair and replacement parts. Estimated quantity of hours per year for extra work is for evaluation purposes only.

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

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

2.1) LABOUR: Our firm hourly rate per AC Technician shall be:

i) Regular Hours 8:00 to 16:00, Monday to Friday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$_____ /HR				
Estimated quantity of hours per year:	50	30	30	30	30
Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
2.1 (i) SUB-TOTAL:					\$_____

ii) Outside regular hours Monday to Saturday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$_____ /HR				
Estimated quantity of hours per year:	10	4	4	4	4
Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
2.1 (ii) SUB-TOTAL:					\$_____

iii) Sunday & Statutory Holidays	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$ _____ /HR				
Estimated quantity of hours per year:	2	2	2	2	2
Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.1 (iii) SUB-TOTAL:					\$ _____

2.2) LABOUR: Our firm hourly rate per **G2 Technician** shall be:

i) Regular Hours 8:00 to 16:00, Monday to Friday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$ _____ /HR				
Estimated quantity of hours per year:	10	10	10	10	10
Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.2 (i) SUB-TOTAL:					\$ _____

ii) Outside regular hours Monday to Saturday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$ _____ /HR				
Estimated quantity of hours per year:	2	1	1	1	1
Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.2 (ii) SUB-TOTAL:					\$ _____

iii) Sunday & Statutory Holidays	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hourly Rate	\$ _____ /HR				
Estimated quantity of hours per year:	2	1	1	1	1
Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.2 (iii) SUB-TOTAL:					\$ _____

2.3 MATERIALS: Materials will be charged at our laid-down cost plus a mark-up of:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Mark-up	_____ %	_____ %	_____ %	_____ %	_____ %
Estimated Expenditure:	\$15,000.00	\$12,000.00	\$10,000.00	\$6,500.00	\$6,500.00
Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.3 SUBTOTAL:					\$ _____

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

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

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

AUTHORIZATION FOR DELIVERY: The consignee shall request delivery of goods/services identified in Pricing Schedule 2., 2.1 (i) to (iii) to 2.2 (i) to (iii) and 2.3 on an authorization form provided by the Technical Authority.

TOTAL ASSESSED PROPOSAL PRICE

Solicitation No. - N° de l'invitation

EJ196-130473/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fk290EJ196-130473

Buyer ID - Id de l'acheteur

fk290

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

R.019633.416

CCC No./N° CCC - FMS No/ N° VME

Sum of Basis of Pricing

Pricing Schedule 1: Table 1 = Subtotal \$ _____ +

Pricing Schedule 2: 2.1(i) to (iii) to 2.2(i) to (iii) = Subtotal \$ _____ +

Pricing Schedule 2: 2.3 = Subtotal \$ _____ =

Total assessed proposal price = \$ _____

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 Technical and financial Evaluation - mandatory requirements

- 1) Submission of Evidence for all items in accordance with RFP Part 3, Section I - Technical Bid; and
- 2) Submission of a Firm Price/Rate in Canadian funds for all the items listed in Part 3, Section II: Financial Bid.

4.2 Basis of selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Code of Conduct Certifications

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](#) - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.1.2 Federal Contractors Program - over \$25,000 and below \$200,000 (A3031T 2010-08-16)

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

5.1.3 Former Public servant Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Solicitation No. - N° de l'invitation

EJ196-130473/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fk290

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

R.019633.416

File No. - N° du dossier

fk290EJ196-130473

CCC No./N° CCC - FMS No/ N° VME

PART 6 - SECURITY REQUIREMENT

6. SECURITY REQUIREMENT

6.1 Security Requirement

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed, as indicated in Part 7 - Resulting Contract Clauses.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Replacement of Specific Individuals (derived from General Conditions 2035 08, 2008-05-12)

- 1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

- 2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

- 3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Names of qualified employees

The contractor must provide the names of the qualified Technicians who will be assigned to work on this Contract. The names provided below must be the same personnel listed in part 3 of the proposal.

AC Service personnel 1 (first & last name)	AC Service personnel 2 (first & last name)	G2 Service personnel 1 (first & last name)	G2 Service personnel 2 (first & last name)	Non- Working Service Manager (first & last name)

7.2 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.

7.2.1 General Conditions

2035 2012-07-16, General Conditions - Services, apply to and form part of the Contract.

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

7.3 Security Requirement

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

7.4 Term of Contract

7.4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hakim Ghoumrassi
Public Works and Government Services Canada
Real Property Contracting Directorate
Place du Portage, Phase III
3C2, 11 Laurier Street
Gatineau, Québec K1A 0S5
Telephone: (819) 956-7448
Facsimile: (819) 956-3600
E-mail: hakim.ghoumrassi@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EJ196-130473/A

fk290

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.019633.416

fk290EJ196-130473

7.5.2 Technical Authority

"TO BE PROVIDED AT CONTRACT AWARD"

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____.

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

7.5.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone: _____

Facsimile: _____

Cellular: _____

E-mail: _____

7.6 Payment

7.6.1 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ (to be determined) (Goods and Services Tax (GST) or Harmonized Sales Tax (HST) included) of which \$ (to be determined) (Goods and Services Tax (GST) or Harmonized Sales Tax (HST) included) is for goods and/or services enumerated or described in Pricing Schedule 1, and \$ (to be determined) (Goods and Services Tax (GST) or Harmonized Sales Tax (HST) included) is for additional goods and/or services that may be requested on an "As and When Requested" basis at the prices and/or rates set out in **Pricing Schedule 2**.

7.6.2 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with GC 2035 16 (2008-07-16) Payment Period and with

the following tables. Goods and Services Tax (GST) or Harmonized Sales Tax is extra, if applicable.

- a) Firm rates will be paid in accordance with **Pricing Schedule 1** in four (4) equal quarterly payments.
- b) As and When Requested Work

Any costs incurred for **Extra Work** will be paid, in accordance with Pricing Schedule 2 and the Statement of Work, **Annex A**, on an "as and when requested" basis, after completion, inspection and acceptance of the work performed.

Canada's total liability under the "as and when requested" portion of the Contract will not exceed **(to be determined)**. Goods and Services Tax or Harmonized Sales Tax extra, if applicable

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 (b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority.

whichever comes first.

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

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

(At contract award - insert appropriate pricing table here)

7.6.3 SACC Manual Clauses

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

7.7 Invoicing Instructions

7.7.1 Invoicing Instructions - Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the semi-annually maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:
- (a) The original and two (2) copies of the invoices and semi-annually maintenance reports must be

forwarded to the address shown on page 1 of the Contract for certification and payment.

7.8 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9 Applicable Laws

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-07-16);
- (c) Annex A, Statement of Work;
- (d) the Contractor's proposal dated _____ (*insert date of bid*);
- (f) Annex B Cost Estimate Form for Extra Work

7.11 Insurance Requirements

7.11.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.11.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

7.12 Cellular Phones and/or Pagers

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

7.13 Government Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in

Solicitation No. - N° de l'invitation

EJ196-130473/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fk290

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.019633.416

fk290EJ196-130473

force on the site where the Work is performed.

7.14 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Technical Authority.

The Contractor is to supply the Technical Authority with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

Solicitation No. - N° de l'invitation

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

R.019633.416

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File No. - N° du dossier

fk290EJ196-130473

Buyer ID - Id de l'acheteur

fk290

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

SCOPE OF WORK

EJ196-130473
8M3-1588-8

SW 1. General

- .1 The Contractor must furnish all necessary tools, services and labour to execute the work required for the maintenance of the equipment contained herein and shall execute such work in a careful and workmanlike manner and in accordance with all related Codes, Standards and Regulations from all levels of Government (Provincial/Territorial, Municipal and Federal).
- .2 To carry out the work on this requirement, Service personnel employed by the Contractor must be in possession of :
 - .1 **Air Conditioning Equipment** - One (1) service personnel and one (1) back-up with:
 - A valid Ozone Depletion Prevention Card for the Province of Ontario (or approved interprovincial equivalent); and
 - A valid Refrigeration and Air Conditioning Certification Licence for the Province of Ontario (or approved Red Seal interprovincial equivalent); and
 - A valid Fall Protection Certificate
 - .2 **Gas Fired Appliances** - One (1) service personnel and one (1) back-up with:
 - A valid permanent Province of Ontario Certificate G2 (Gas Technician 2), (or approved Red Seal interprovincial equivalent);and
 - A valid Fall Protection Certificate

The personnel named in 'Air Conditioning Equipment' above may also be named in 'Gas Fired Appliances' provided they hold the required certifications of each category.

- .3 Apprentices employed by the Contractor must be fully registered in a Tradesman Program related to the services in Annex A, Statement of Work. Apprentices must work under the direction of a Journeyman Mechanic. Canada reserves the right to request proof of registration in a Tradesman Program related to the services in Annex A, Statement of Work at any time during the term of the contract.

SW 2.1 Scope of Work - preventive maintenance / inspection

.1 General

The Contractor must provide all required maintenance as per SW 3, Service and the manufacturer's recommendations, including but not limited to the items listed below, to maintain the equipment listed in SW 5, Equipment Inventory.

.2 Included in Contract

- a) Labour for all maintenance inspections leak testing and condenser/evaporator pressure washing;

.3 Performance

The Contractor shall maintain the equipment at its original performance level to provide conditions within the range required by the equipment being served by this system or as otherwise specified by the Technical Authority.

.4 Exclusions

The Contractor is not required as part of this contract to make renewals or repairs necessitated by reason of the negligent operation or misuse of the equipment by others or by reason of any other cause beyond his control except ordinary wear and tear of the equipment.

1. The contractor must provide clear and concise rational of the events leading up to the failure.

.5 Extra Work

- .1 The Contractor must notify the Technical Authority by phone within an hour and subsequently to follow up with a written report by fax or e-mail within 24 hours of any equipment failure requiring a repair(s) and/or negligent operation or misuse of the equipment by others. The Contractor may be required to make the repair(s) or replace components necessitated by such occurrence at extra cost.
- .2 The Contractor must identify modifications or improvements to the equipment or system(s) that will enhance equipment serviceability, life expectancy and/or efficiency.
- .3 The Contractor must calculate the cost of the repairs (SW2.2.5.1), modifications or improvements (SW2.2.5.2)

based on Pricing Schedule 2". The Contractor may be called upon to effect this work.

.6 Environmental Protection

The Contractor shall conform to all applicable environmental laws and regulations in effect including the Federal Halocarbon Regulations.

- .1 During repair or replacements the Contractor must use closed-loop refrigerant recovery equipment to minimize refrigerant emissions. A complete leak test on all refrigeration systems shall be performed twice during the calendar year (6 month intervals), and repairs made as required. Units shall then be tagged as **leak free**.
- .2 The Contractor must ensure against oil spills or damage to surfaces and roofing system by providing protection such as plywood or plastic under the equipment during service operations. In the event of an accidental spill, the Contractor shall notify the Technical Authority immediately so that remedial action can be taken.
- .3 The Contractor must not leave waste materials on site unless approved by the Technical Authority.
- .4 The Contractor must not dispose of waste or volatile materials, such as mineral spirits or paints and oil thinner into waterways, storm or sanitary sewers.
- .5 The Contractor must control the disposal of the runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

SW 3. Service

- .1 All equipment must be inspected semi-annually or more frequently if found necessary, to provide trouble free operation.

.2 Scheduling

Unless otherwise directed, preventive maintenance shall be performed during regular working hours, Monday through Friday, 08:00 to 16:00 hours excluding statutory holidays.

.3 Maintenance Plan

Contractor shall produce a detailed maintenance plan specific to the equipment inventory which must outline all tasks, procedures, all maintenance routines identifying the maintenance that will be performed semi-annually. This maintenance plan shall contain and reflect the manufacturer's recommended maintenance and all requirements of this agreement. The proposed maintenance plan shall be reviewed by the Technical Authority and may require revision by the Contractor to meet Technical Authority's requirements. Any such changes shall be considered as part of this agreement. This plan must fully list all operating inspections, maintenance schedules and tests necessary to maximize equipment longevity and ensure the optimum level of performance over the full operating range of the equipment. The comprehensive maintenance service plan shall be submitted to the Technical Authority in the Microsoft Office Suite format (including sample inspections sheets for all routines) , within 60 calendar days after award of the Contract.

The Maintenance Plan must be viewed and approved by the Technical Authority prior to acceptance and implementation.

.4 Control Systems:

Conduct periodic tests of the Control Systems where applicable, to ensure all circuits and settings are properly adjusted to suit requirements of the design capabilities of the system as originally furnished by the manufacturer. The frequency of testing controls will be according to manufacturers specifications.

.5 Emergency calls:

- .1 The Contractor must provide twenty-four (24)hour, seven (7) days a week emergency call back service for the duration of the contract.
- .2 The Contractor must respond within **30 minutes** and be on site ready to work within two (2) hours of receiving the emergency call. All work for emergency service must be executed by qualified service personnel named in the Contract and such work must proceed continuously until the system is returned to safe operating condition.

.6 Non-working Service Manager

The non working Service Manager is an administration function with knowledge and experience in HVAC maintenance and will be the liaison between all service technicians performing the work and the Technical Authority. They must be in full charge of the operations of the contractor in the performance of the services and shall be authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the contractor that may be given under the contract.

In the event of an emergency, the non working Service Manager will be contacted and an action plan discussed and implemented to mitigate any potential impact on the client's operation. The manager must be able to communicate in English or French.

The Technical Authority may request that the Contractor's non working Service Manager respond on site within two (2) hours of receiving the call on a 24 hour, 7 day basis.

SW 4. Reporting

- .1 The Contractor shall report to the Technical Authority verbally **and** by FAX, within twenty-four (24) hours, every visit required other than regular maintenance. The report shall detail all work completed, work outstanding and the reasons therefore and an estimated time frame for completion.

The Contractor shall call to the attention of operating staff verbally followed by a written report to the Technical Authority any improper procedures that may be noted by him and provide written instruction to guide the Technical Authority's staff.

The Contractor shall notify the Technical Authority in writing of any malfunction of equipment or systems related to, but not part of, the contract equipment which could adversely affect the reliability or cause damage to the system components under the maintenance contract.

- .2 Equipment report cards:

A completed service report card outlining any and all service performed on the equipment shall be enclosed in a clear vinyl envelope and affixed safely to the equipment. These report cards are to remain with the equipment for the duration of the contract and are to be turned over to the Technical Authority upon contract completion or termination.

- .3 Service Reports:

A signed, written service report must be completed at each regular maintenance visit, attesting that maintenance was performed as per the Maintenance Plan (SW3.3) and must be left on site in a suitable protective binder.

Copies of regular maintenance reports must be forwarded, with the quarterly invoice to the attention of:

Public Works and Government Services Canada
Maintenance & Operational Assurance
400 Cooper, 6th Floor
Ottawa, Ontario
K1A 0S5
Attention of : **TECHNICAL AUTHORITY**

Invoices **Must** include:

- (a) PWGSC reference (8M3-1588-8) & contract number (EJ196-130473)
- (b) period covered by invoice
- (c) building name & address

NOTE: *Invoices will be returned unpaid if attestation of maintenance has not been received for the invoiced period*

SW 5 Equipment Inventory**Building: # 138**

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Rooftop South	Lennox	GCS166531251	6390K52392	Gas Fired Packaged Rooftop Unit #1 HCFC-22
1	Rooftop	Lennox	GCS166531253	5697F04526	Gas Fired Packaged Rooftop Unit #2 HCFC-22
1	Rooftop	Lennox	GCS1618533	5690K01436	Gas Fired Packaged Rooftop Unit #3 HCFC-22
1	Rooftop North	Lennox	LGA120HH1J	5697C04405	Gas Fired Packaged Rooftop Unit #4 HCFC-22

Building: # 250

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Exterior West Wall	Mitsubishi Mr. Slim	PUY-A36MHA	77U90873D	Ductless Split AC Unit HFC410-a
1	Exterior West Wall	Mitsubishi Mr. Slim	PUY-A36MHA	76U90759C	Ductless Split AC Unit HFC410-a
1	Exterior West Wall	Mitsubishi Mr. Slim	PUZ-4EK3	56U00659C	Ductless Split AC Unit HCFC-22
1	Exterior West Wall	Mitsubishi Mr. Slim	PUZ-4EK3	58U00974HD	Ductless Split AC Unit HCFC-22
1	Exterior Wall North	Mitsubishi Mr. Slim	PU24EK	45000593C	Ductless Split AC Unit HCFC-22
1	Exterior Wall South	Mitsubishi Mr. Slim	PU18EK	830009788	Ductless Split AC Unit HCFC-22

Building: # 250A

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Rooftop South	Mitsubishi Mr. Slim	PUYA6NHA	78U9096ZD	Ductless Split AC Unit HFC410-a
1	Rooftop South	Mitsubishi Mr. Slim	PUYA6NHA	78U90945D	Ductless Split AC Unit HFC410-a
1	Outside North East	Blanchard Ness	DDC-30SP	89080049	Dry Cooler #18
1	Inside North East	Airflow	CCT22A6	M260D102	AC Unit #18 HCFC-22
1	Outside North	Blanchard Ness	DDC-30SP	89030048	Dry Cooler #19
1	Inside North	Airflow	CCT22A6	M260D101	AC Unit #19 HCFC-22
1	Outside North	Blanchard Ness	DDC-30SP	8903047	Dry Cooler #20
1	Inside North	Airflow	CCT22A6	M260D100	AC Unit #20 HCFC-22

Building: # 250D

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Penthouse	Pneumatech	AD-25	9409-T118237-ST	Air Dryer HFC134-a
1	Room 1066	DeVilbiss	8015	N80151150306129	Air Dryer HFC134-a

Building: # 251

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Outside North West	Day & Night	77CB030300	2189A13948	Split AC Unit HCFC-22
1	Rooftop	Carrier	48HJE006-151MS	0707G10478	Gas Fired Packaged Rooftop Unit HCFC-22
1	Room 1202	Chromalox	315-320	154091523	Electric Forced Air Furnace
1	Outside North East	Engineered Air	DJE-100-0	M11523MUA	Indirect Gas Fired Unit Serving Shop

Building: # 262

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Rooftop	Sanyo	CM1812	19301	Ductless Split AC Unit HCFC-22
1	Visitor Area	Sanyo	KMS0912	30601	Ductless Split AC Unit HCFC-22
1	Guard Area	Sanyo	KMS0912	29101	Ductless Split AC Unit HCFC-22

Building: # 263

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Pusher Hut	Trane	CAS-755A	3H-79114	Ductless Split AC Unit HCFC-22
1	Pusher Hut	Climate Master	SPW-805D	E88-30219	Ductless Split AC Unit #1 HCFC-22
1	Pusher Hut West	Electrohome	AW905A00	0101852047	Window Air Conditioning Unit #2 HCFC-22
1	Pusher Hut East	Electrohome	AW905A00	0101852037	Window Air Conditioning Unit #3 HCFC-22

Building: # 264

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	North Wall	Electrohome	A3300	5222948514	Window Air Conditioning Unit HCFC-22

Building: # 266

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Dome Interior	Carrier	40AQ024300BU	2186A33383	DX Fan Coil AC Unit
1	Dome Exterior	Carrier	38GP024320	988A08015	Condensing Unit for Above HCFC-22

Building: # 267

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Dome Interior	Carrier	40AQ024300BU	1087A13864	DX Fan Coil AC Unit
1	Dome Exterior	Carrier	38GP024320	988A08015	Condensing Unit for Above HCFC-22

Building: # 268

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Rooftop South	Trane	YCD060CWHABD	K471 00556D	Gas Fired Packaged Rooftop Unit #1 HCFC-22
1	Rooftop Middle	Trane	YCD060CWHABD	K47100557D	Gas Fired Packaged Rooftop Unit #2 HCFC-22
1	Rooftop North	Trane	YCD060CWHABD	K47100558D	Gas Fired Packaged Rooftop Unit #3 HCFC-22
1	Rooftop Middle East	Trane	YCD180BWAADD	K30103029D	Gas Fired Packaged Rooftop Unit #4 HCFC-22
1	Rooftop West	Carrier	38ARD012-101	1103G60165	Packaged Rooftop AC Unit #5 HCFC-22
1	Rooftop East	Carrier	48TME012-A-101CA	1103G30465	Gas Fired Packaged Rooftop Unit #6 HCFC-22

1	Rooftop East	Carrier	48TME012-A-101CA	1103G30466	Gas Fired Packaged Rooftop Unit #7 HCFC-22
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Building: # 271

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Mechanical Room	DeVilbliss	8015	0305-101A-9711-237N	Air Dryer for Pneumatic Air System
1	Mechanical Room	Carrier	955012300	4493X05196	AC Unit HCFC-22

Building: # 272

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Interior	Fedders	A1B12W7B-A	EK109502-1388	Window Air Conditioning Unit HCFC-22

Building: # 273

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Exterior Ground South	Mitsubishi	PUY-A18MAZ	73L01596B	Ductless Split AC Unit HFC410-a
1	Warehouse Inside	Liebert	UD199A	48566A	DX Fan Coil AC Unit
1	Warehouse Outside	Liebert	CDL-233J	82110154	Condensing Unit for Above HCFC-22

Building: # 279

No. of Units	Location Room No.	Make	Model	Serial Number	Details
1	Rooftop Middle	Lennox	LGC300M4AM2J	5607C09186	Gas Fired Packaged Rooftop Unit #1 HFC410-a
1	Rooftop North	Mitsubishi Mr. Slim	PUYA/8NMA	69U01959D	Ductless Split AC Unit #2 HFC410-a
1	UPS Container Exterior North Wall	Liebert	E5048SRV	N08MH50289	Wall Mounted AC Unit #3 HCFC-22

ANNEX B

Cost Estimate Form for Extra Work

Cost Estimate Form For Extra Work

Contractor: _____

Date: _____

Description of Work:

required)

(Please attach a separate sheet if

Hourly Rate as per Contract

I Direct Costs	No. of Hours	AC Technician	G2 Technician	Total
i Direct Labour				
Repair Work Labour				
Emergency Calls Labour				
Other Labour (Specify: _____)				
Total Direct Labour				\$ _____ (i)
ii Direct Material Costs *				
Replacement Parts				
Repair Parts				
Other Material (Specify: _____)				\$ _____ (ii)
Total Direct Material Costs				
iii Other Direct Costs				
Other (Specify: _____)				
Total Other Direct Costs				\$ _____ (iii)
II Total Price				
Total Direct Costs (i + ii + iii) (GST/HST extra)				\$ _____

Materials will be charged at our laid-down cost plus a mark-up in accordance with Pricing Schedule 2.

Name: _____

Signature: _____

(Please print)

ANNEX C

**COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENTLY
DIRECTORS OF THE BOARD**

***NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***