

**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

<b>Title - Sujet</b> Maint. Services - CHILLERS - CHCP	
<b>Solicitation No. - N° de l'invitation</b> EJ196-142410/A	<b>Date</b> 2014-10-02
<b>Client Reference No. - N° de référence du client</b> 20142410	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-286-65819	
<b>File No. - N° de dossier</b> fk286.EJ196-142410	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-11-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lessard(FK Div), Gisele	<b>Buyer Id - Id de l'acheteur</b> fk286
<b>Telephone No. - N° de téléphone</b> (819) 956-2352 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3600
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  TPSGC/PWGSC Maintenance & Operations Assurance Chomley Building, 6th floor 400 Cooper Street Ottawa, ON 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

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

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## **IMPORTANT NOTICE TO BIDDERS**

### **Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Gisèle Lessard by facsimile 819-956-3600 or by e-mail to gisele.lessard@tpsgc-pwgsc.gc.ca.

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following website:  
or by dialing 1-866-368-4646(Toll free).

### **Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex F.

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**List of Annexes:**

- Annex A Statement of Work 8M3-0349-9
- Annex B Security Requirements Check List (SRCL)
- Annex C Federal Contractors Program for Employment Equity - Certification
- Annex D Cost Estimate Form for Extra Work
- Annex E Complete List of names of all individuals who are currently Directors of the Bidder
- Annex F Voluntary Certification to Support the Use of Apprentices

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## **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, Financial and Other Requirements; 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.

#### **List of Annexes:**

- Annex A Statement of Work 8M3-0349-9
- Annex B Security Requirements Check List (SRCL)
- Annex C Federal Contractors Program for Employment Equity - Certification
- Annex D Cost Estimate Form for Extra Work
- Annex E Complete List of names of all individuals who are currently Directors of the Bidder
- Annex F Voluntary Certification to Support the Use of Apprentices

### **1.2 Summary**

- (i) To provide all necessary tools, services, materials and labour for all inclusive maintenance services and inspection services on heating, ventilation, air conditioning (HVAC), commercial refrigeration and related mechanical 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 the Tunney's Pasture Central Heating and Cooling Plant (CHCP), Building 13, 50 Chardon Driveway, Tunney's Pasture, Ottawa, ON.

**(iii) Mandatory Response Time**

As per **Annex A**, Statement of Work, SW 8. Extra Work, it is a mandatory requirement of the contract that:

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 thirty (30) minutes and be on site ready to work within one (1) hour of receiving the emergency call. All work for emergency service must be executed by a qualified service personnel named in the Contract and such work must proceed continuously until the system is returned to safe operating condition.
- (iv) The period of any resulting Contract will be for a period five (5) years with Canada retaining an irrevocable option to extend the contract for a period of three (3) additional one (1) year period(s). The services must be provided in accordance with the Statement of Work, attached herein as Annex A.
- (v) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website”.
- (vi) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- (vii) For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- (viii) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile FTA, the Canada-Columbia FTA, the Canada-Peru FTA, the Canada-Panama FTA and the Agreement on Internal Trade (AIT).
- (ix) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

**1.3 Debriefings**

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

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## **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 (2014-09-25) 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 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 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

For the purposes of this clause,

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

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

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

"pension" means, a pension or annual allowance paid under the *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

As per the above definitions, is the Bidder a FPS in receipt of a pension?

YES ( ) NO ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

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

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

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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.

## 2.5 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.

## 2.6 Mandatory Site Visit

It is **mandatory** that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a site visit to be held on **October 22, 2014 at 10:00 a.m.** Bidders are to meet at the main entrance of the Tunney's Pasture Central Heating and Cooling Plant (CHCP), Building 13, 50 Chardon Driveway, Tunney's Pasture, Ottawa, ON.

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.

It is **mandatory** that bidders provide and wear **safety glasses, safety boots and a hard hat** for the site visit. Bidders who do not wear proper safety attire will not be permitted to attend the site visit. No exceptions will be made.

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

#### **3.1 Bid Preparation Instructions**

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

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

Prices must appear in the financial bid only. Prices must not 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid - see Part 4, subsection 4.1.1 Technical Evaluation**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Their technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

## Section II: Financial Bid

Bidders **must** submit their firm quarterly rates in accordance with the Pricing Schedules detailed below. The total amount of Applicable Taxes is to be shown separately.

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 (5) year periods and three (3) additional one (1) year periods of the contract for all items listed hereafter.

### Pricing Schedule 1 - Firm Price - Equipment Inventory

**Submit** firm all inclusive prices including all necessary tools, equipment and services, consumable materials, labour for all inspections, testing, cleaning, maintenance services as detailed in Annex A, Statement of Work attached herein as Annex A.

**Refer to Annex A, SW18. EQUIPMENT INVENTORY for a detailed list of inventory.**

No. of Units	Location Room No.	Make	Model	Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
2	CHCP	York	OMS-3500	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP	York	OTT4G2ZCDS	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP	York	OTT4G2ZCB	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP	York	YKSERCJ4-DFCS	\$	\$	\$	\$	\$	\$	\$	\$
2	CHCP	American Standard	3513S1000	\$	\$	\$	\$	\$	\$	\$	\$
4	CHCP	Ingersoll-Dresser	D824	\$	\$	\$	\$	\$	\$	\$	\$
2	CHCP	Westinghouse	EM25 32	\$	\$	\$	\$	\$	\$	\$	\$
2	CHCP	York Control Panels for chillers 1 & 2	N/A	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP	York	YK-201C	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP	N/A	N/A	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP Boiler Basement	Sullair #1 Compressor	10-25 ACAC	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP Boiler Basement	Sullair #2 Compressor	108-25	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP Chiller Basement	Sullair #3 Compressor	10B25	\$	\$	\$	\$	\$	\$	\$	\$

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1	CHCP Chiller Basement	Sullair #4 Compress or	108-25 WCAC	\$	\$	\$	\$	\$	\$	\$	\$
1	CHCP Chiller Basement	Hankinso n Air Dryer	HPRP-200	\$	\$	\$	\$	\$	\$	\$	\$
4	CHCP Boiler Basement	Hankinso n Air Dryer	HPRP-200	\$	\$	\$	\$	\$	\$	\$	\$
2	Chiller #1	Parker Valve Parker Valve	CRN 0G0409.9C CRN 0G0409.9C	\$	\$	\$	\$	\$	\$	\$	\$
2	Chiller #2	Parker Valve Parker Valve	CRN 0G0409.9C CRN 0G0409.9C	\$	\$	\$	\$	\$	\$	\$	\$
4	Chiller #3	Parker Valve Parker Valve Parker Valve Parker Valve	CRN 0G9021.5C CRN 0G9021.5C CRN 0G9021.5C CRN 0G9021.5C	\$	\$	\$	\$	\$	\$	\$	\$
4	Chiller #4	Parker Valve Parker Valve Parker Valve Parker Valve	CRN 0G9021.5C CRN 0G9021.5C CRN 0G9021.5C CRN 0G9021.5C	\$	\$	\$	\$	\$	\$	\$	\$
2	Chiller #5	Parker Valve Parker Valve	CRN 0G0409.9C CRN 0G0409.9C	\$	\$	\$	\$	\$	\$	\$	\$
Yearly Total				\$	\$	\$	\$	\$	\$	\$	\$
TOTAL FOR 8 YEARS:				\$							

**Pricing Schedule 1: Summary**

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	\$
Option Year 1	\$	x 4	\$
Option Year 2	\$	x 4	\$
Option Year 3	\$	x 4	\$
<b>Total for 8 Years</b>			\$

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.

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

Extra work as described in Annex A - PWGSC Scope of Work 8M3-0349-9, "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 D "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.

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**2.1) LABOUR:** Our firm hourly rate per certified **Refrigeration and A/C Technician** shall be:

i) Regular Hours 7:30 to 16:00, Monday to Friday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Hourly Rate	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR					
*Estimated number of hours	42	42	42	42	42	42	42	42
<b>Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>2.1 (i) SUB-TOTAL:</b>								

ii) Outside regular hours Monday to Saturday	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Hourly Rate	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR					
*Estimated number of hours	6	6	6	6	6	6	6	6
<b>Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>2.1 (ii) SUB-TOTAL:</b>								

iii) Sunday & Statutory Holidays	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Hourly Rate	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR					
*Estimated number of hours	6	6	6	6	6	6	6	6
<b>Extended Price:</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>2.1 (iii) SUB-TOTAL:</b>								

**2.2 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	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3
Percentage Mark-up	____%	____%	____%	____%	____%	____%	____%	____%
*Estimated Expenditure:	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
<b>Extended Price:</b>	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
<b>2.2 SUBTOTAL:</b>								

\* 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), (ii), (iii) and 2.2 on an authorization form provided by the Technical Authority.

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**TOTAL ASSESSED PROPOSAL PRICE**

**Sum of Basis of Pricing**

**Pricing Schedule 1:** = **Subtotal \$** \_\_\_\_\_ **+**

**Pricing Schedule 2: 2.1 (i), (ii), (iii)** = **Subtotal \$** \_\_\_\_\_ **+**

**Pricing Schedule 2: 2.2** = **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 Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

###### **4.1.1.1.1 Submission of Evidence**

Submission of Evidence as described below (4.1.1.1.2 to 4.1.1.1.5) should be included with the bidder's proposal at time of bid closing. However, if the following is not submitted with the bid by the bid solicitation closing date, 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.

**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.**

###### **4.1.1.1.2 Card and Licensing Documentation**

To carry out the work on this requirement, the contractor must provide the following qualified service personnel:

- **one (1) Service Personnel** qualified in the AC Chillers equipment and **one (1) Backup Service Personnel** (total of 2) in a possession of:

- A valid Refrigeration and Air Conditioning Certification Licence (or approved interprovincial equivalent);
- A valid Ozone Depletion Prevention Card for the province of Ontario (or approved interprovincial equivalent);
- A valid Fall Protection Certificate;
- A valid Confined Space Awareness certificate/wallet card; and
- a valid First Aid/CPR certificate/wallet card
- a valid Workplace Hazardous Material Inventory System (WHMIS) certificate/wallet card
- Hoisting and Rigging certificate/wallet card

###### **4.1.1.1.3 Employee Experience and Past Performance**

The bidder must provide evidence to demonstrate that the service personnel proposed to perform preventive maintenance of AC Chillers equipment have **three (3) recent years experience** and past performance by referencing **three (3) similar projects/contracts** within the last **eight (8) years** whereby the service personnel have performed satisfactorily.

- Recent experience is defined as experience gained from April 2006 up to and including the solicitation closing date.

- Similar is defined as maintenance service of AC Chillers equipment, comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, SW18, Equipment Inventory.

In cases where experience is acquired concurrently, the time period will be considered only once for the purpose of calculating the minimum requirement of 3 years recent experience.

Example:

- Project 1: started on January 1, 2008 and ended on May 31, 2008 = 5 months
- Project 2: started on January 1, 2008 and ended on December 31, 2009 = 24 months
- Project 3: started on January 1, 2008 and ended on December 31, 2009 = 24 months

Total period for these 3 projects will count as 24 months and not 53 months because the period January 2008 to December 2009 has already been counted in Projects 2 and 3. This employee does not meet the required minimum of three (3) years recent experience.

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 one (1) service personnel will be assessed. The service personnel listed in the proposal will be considered for evaluation.

<b>NAME OF SERVICE PERSONNEL</b>			
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)

<b>NAME OF BACKUP SERVICE PERSONNEL</b>			
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)

#### 4.1.1.1.4 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 April 2006 up to and including the solicitation closing date.
- Similar is defined as maintenance service of AC Chillers equipment, comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, SW18, Equipment Inventory.

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.

	PROJECT/CONTRACT REFERENCE # 1	PROJECT/CONTRACT REFERENCE # 2	PROJECT/CONTRACT REFERENCE # 3
Name of client organization or Company	Project/Contract : _____	Project/Contract: _____	Project/Contract: _____
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	_____ _____	_____ _____	_____ _____

#### 4.1.1.1.5 Apprentices

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 the Statement of Work at any time during the term of the contract.

#### 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 and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Required Precedent to Contract Award**

#### **5.1.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 "Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) – Labour's Website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

### **5.2 Additional Certifications Required Precedent to Contract Award**

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

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Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### 5.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### 5.2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

1. **Before award of a contract**, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in part 7 – Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should refer to the *Canadian Industrial Security Directorate (CISD), Industrial Security Program* (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Employee Information for Security**

The Bidder must specify the following information regarding employees proposed in Part 4, Section 4.1.1 (Technical Bid) to provide services against any resulting contract:

	<b>LEGAL NAME (First and Last)</b>	<b>DATE OF BIRTH (yyyy,mm,dd)</b>	<b>CURRENT CLEARANCE HELD</b>
Service personnel AC Chillers			
Backup Service Personnel			

## **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.

To provide all necessary tools, services, materials and labour for all inclusive maintenance services and inspection services on heating, ventilation, air conditioning (HVAC), commercial refrigeration and related mechanical equipment in accordance with the Statement of Work, attached herein as Annex A.

This requirement is for Public Works and Government Services Canada (PWGSC) located at the Tunney's Pasture Central Heating and Cooling Plant (CHCP), Building 13, 50 Chardon Driveway, Tunney's Pasture, Ottawa, ON.

#### **7.1.1 Mandatory Response Time**

As per **Annex A**, Statement of Work, SW 8. Extra Work, it is a mandatory requirement of the contract that:

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 thirty (30) minutes and be on site ready to work within one (1) hour of receiving the emergency call. All work for emergency service must be executed by a qualified service personnel named in the Contract and such work must proceed continuously until the system is returned to safe operating condition.

#### **7.1.2 Replacement of Specific Individuals**

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.

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 4 and Part 6 of the proposal.

	<b>LEGAL NAME (First and Last)</b>
Service personnel AC Chillers	
Backup Service Personnel	

### 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 (2014-09-25), General Conditions - Services, apply to and form part of the Contract.

### 7.3 Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
  - b) Industrial Security Manual (Latest Edition).

**7.4 Term of Contract**

**7.4.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

**7.4.2 Option to Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7.5 Authorities**

**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Gisèle Lessard  
Public Works and Government Services Canada  
Acquisition Branch  
Real Property Contracting Directorate  
Place du Portage, Phase III, 3C2,  
11 rue Laurier, Gatineau, Quebec K1A 0S5  
Telephone: 819-956-2352  
Facsimile : 819-956-3600  
E-mail address: gisele.lessard@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.

**7.5.2 Technical Authority**

*"TO BE PROVIDED AT CONTRACT AWARD"*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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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 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 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) (Applicable Taxes included) of which \$ (to be determined) (Applicable Taxes included) is for goods and/or services enumerated or described in Pricing Schedule 1, and \$ (to be determined) (Applicable Taxes 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.

#### 7.7.2 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 General Conditions 2035 16 (2014-09-25) 'Payment Period' and the following tables. Applicable Taxes are included, 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 to the Contractor under the "as and when requested" portion of the Contract must not exceed **(to be determined)**. Applicable Taxes included, 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.

### 7.7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department, apply to and form part of the Contract.

### 7.8 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 quarterly 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 Technical Authority.

2. The Contractor must distribute the invoices and reports as follows:
  - (a) The original and two (2) copies of the invoices and quarterly maintenance reports must be forwarded to the following address for certification and payment.

Public Works and Government Services Canada  
 Maintenance and Operational Assurance Services  
 Chomley Building, 6th Floor  
 400 Cooper Street  
 Ottawa, Ontario, K1A 0S5  
 Attention: \_\_\_\_\_ (leave blank until contract award)

## 7.9 Certifications

### 7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.10 Applicable Laws

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) the Contractor's proposal dated \_\_\_\_\_ (*insert date of bid*); and
- (f) Annex C, Federal Contractors Program for Employment Equity - Certification.
- (g) Annex E, Cost Estimate Form for Extra Work.

### 7.12 Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) (if applicable), apply to and form part of the Contract.

## 7.13 Insurance Requirements

### 7.13.1 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 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.

### 7.13.2 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, 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.

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- m) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- n) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **7.14 Contract Financial Security**

1. The Contractor must provide one of the following contract financial securities within thirty (30) calendar days after the date of contract award:
  - A. a performance bond form PWGSC-TPSGC 505 in the amount of **20 percent** of the Contract Price; or
  - B. a security deposit as defined in clause E0008C in the amount of **20 percent** of the Contract Price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to

be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

#### 7.14.1 SACC Manual clause E0008C (2014-09-25) Financial Security Definition

1. "security deposit" means
- A. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - B. a government guaranteed bond; or
  - C. an irrevocable standby letter of credit, or
  - D. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
- A. any corporation or institution that is a member of the Canadian Payments Association;
  - B. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
  - C. a credit union as defined in paragraph 137(6) of the Income Tax Act;
  - D. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - E. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- A. payable to bearer;
  - B. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - C. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- A. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - I. will make a payment to or to the order of Canada, as the beneficiary;
    - II. will accept and pay bills of exchange drawn by Canada;

- III. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
- IV. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- B. must state the face amount which may be drawn against it;
- C. must state its expiry date;
- D. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- E. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- F. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- G. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

#### **7.15 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.

#### **7.16 Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

#### **7.17 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 its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

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### 7.18 Voluntary Reports for Apprentices Employed during the Contract

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade specialty

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**ANNEX A**

**SCOPE OF WORK**

**8M3-0349-9**

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**ANNEX B**

**SECURITY REQUIREMENT CHECK LIST**

**(SRCL)**

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## ANNEX C

### Federal Contractors Program for Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit .

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

#### Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the .
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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## ANNEX D

### Cost Estimate Form for Extra Work

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**ANNEX E**

**Reminder to submit a Complete List of names of all individuals who are currently Directors of the Bidder**

**NOTE TO BIDDERS:**

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

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## ANNEX F

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

1. The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as

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determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

Name:

Signature:

Company Name:

Company Legal Name:

Solicitation Number:

Optional information to provide:

Number of apprentices planned to be working on this contract:

Trades of those apprentices:

**SW 1. General**

1. The Contractor must furnish all necessary tools, services, materials and labour to execute the work required for all inclusive maintenance and inspection services of the equipment in the terms and conditions contained herein and must execute such work in a careful, professional and workmanlike manner.
2. Service personnel employed by the Contractor to carry out work on this requirement must possess:
  - A valid Refrigeration and Air Conditioning Certification Licence (or approved interprovincial equivalent);
  - A valid Ozone Depletion Prevention Card for the province of Ontario (or approved interprovincial equivalent);
  - A valid Fall Protection Certificate;
  - A valid Confined Space Awareness certificate/wallet card;
  - A valid First Aid/CPR certificate/wallet card;
  - A valid Workplace Hazardous Material Inventory System (WHMIS) certificate/wallet card
  - Hoisting and Rigging Certificate/wallet card

Canada reserves the right to request proofs of registration, training, certification, experience and reference at anytime during the term of the contract.

3. Apprentices employed by the Contractor must be fully registered in a Refrigeration Tradesman Program related to the services in Annex A, Statement of Work. Apprentices must work under the direction of a Refrigeration 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.
4. The Contractor must, before replacing any specific person named in the contract, provide notice in writing to the Departmental representative containing proof that the person has required certification.

**SW 2. Notation**

1. Throughout the period of the Contract, the Contractor must supply an annual list of potential projects, for the Departmental Representative that may upgrade the efficiency of the chiller systems in order to maintain them in a peak operating condition. These annual lists must be supplied each July during the Contract.

**SW 3. Requirements**

1. To provide maintenance service as per equipment inventory. This service is also inclusive of all transportation, labour, material, parts, supervision, tools and equipment necessary to perform the maintenance, inspections, testing, service, service calls and repairs (unless otherwise specified)

#### SW 4. Description of Work

1. perform all necessary maintenance, inspections, tests, operating inspections, calibrations (*except those calibrations required on all pressure relief valves*), adjustments, analysis, testing, quarterly refrigerant leak testing and reporting, repairs, cleaning and lubrication according to the manufacturers recommendations as a minimum or more frequently if required, including the approved disposal or reclaiming of refrigerant and/or oil waste.
2. Performance of the work required must provide for the operation of the complete system(s) based on the original design and any subsequent approved design modifications, as recommended by the manufacturer(s) and as agreed to by the Departmental Representative.
3. Provide all replacement parts, components, materials and maintenance to respect original equipment manufacturer. These parts may be rebuilt parts but must be warranted "as new"
4. As part of the yearly or multi-year preventative maintenance plan the procedures must include an inspection that outlines a major overhaul of a turbine, compressor and gear box including disassembly and reassembly. This major overhaul is to cover one different chiller each year for the term of the Contract.
  - 1) The inspection includes all tasks as per manufacturers recommendations and is to include the cleaning, replacement parts, replacement of all seals and bearings (as required), and also disassembly, overhaul and re-assembly.
  - 2) The rotor is to be removed from the turbine for this inspection and it is the responsibility of the Contractor to remove it from the site for balancing and/or further service as per manufacturers recommendations and for the return and reassembly. Following this work all machine tolerances are to be within the original manufacturers specifications. This work must be done during the compressor inspection.
5. Conduct semi-annual tests of the Control Systems to confirm operation and calibrate as required to maintain the system operation within specifications of the equipment manufacturer.
6. Maintain the system and equipment at its original performance level to provide required supply temperature within the range required by the Departmental Representative. Perform the work required, in a manner that provides for the operation of the complete system(s) based on original design or subsequent approved design modifications, and shall be as recommended by the manufacturer(s) and agreed to by the Departmental Representative.

7. The turbine and its related steam systems are considered to be part of all inclusive. Turbine steam related equipment is identified as the turbine, governor, gimpel valve and steam condenser.

The changing of oil or other lubricants for the routine maintenance of the turbine, or the calibration/verification of limits, or trouble shooting turbine problems are included in this Contract.

**SW 5. Inspection & tests chiller, pump down systems, controls and turbines**

1. The Site personnel are responsible for all starting and stopping of equipment.
2. The complete system(s) must be inspected monthly, or more frequently if deemed necessary, to provide trouble free operation of the equipment and shall include but not necessarily to be limited to the manufacturers recommended start-up, winter shutdown and frequent inspections during thermo cycle, or free cooling operation periods.
3. The provision of all special tooling and instrumentation required for the disassembly, re-assembly and testing of all components for the equipment must be the responsibility of the Contractor
4. The Contractor must functionally clean when required all systems components, motors, compressors, starters, drives, turbines, gauges, valves, condensers and paint as required the equipment where paint was removed/chipped off during servicing.
5. Repairs to all interconnecting refrigerant/oil piping and all insulation of the equipment must be the responsibility of the Contractor.
6. The Contractor must conduct periodic tests of the Control Systems and over speed trips where applicable to ensure all circuits and settings are properly adjusted to suit temperature/safety requirements within the design capabilities of the system as originally provided by the manufacturer.
7. The Contractor must conduct one annual inspection as outlined in SW 4.4 of the chiller internals which include the compressor, gear box and turbine. (one chiller annually)
  1. The above work may be rescheduled if necessary due to sudden deterioration of failure to any components. However, all the work must be completed prior to the completion of the Contract.
8. When it is necessary to take all or part of the system out of service for inspection, tests, maintenance, service, repairs or maintenance arrangements must be made with the

Departmental Representative 24 hours in advance. Details must be provided by the Contractors as to what portion of the system will be out of service and also the anticipated duration of the down time. Approval by the Departmental Representative will be required prior to commencement of work.

9. As part of the maintenance, inspections, test, repairs, service identified herein and as required the Contractor shall furnish and install all necessary repairs and renewal parts, using only original manufacturer's parts. The Contractor shall replace refrigerant and lubricants, and make all repairs and adjustments as required.
10. Refrigerant and oil sampling from each chiller must be submitted yearly to a full chemical analysis and a detailed report submitted the Departmental Representative.
11. The Contractor must supply all necessary labour, tools and equipment to change Safety Valves on all Chillers as per Code requirements.
12. Air Compressors and Air Dryers

Rotary screw air compressors using synthetic oil:

The contractor must provide a full oil analysis report for each compressor once per annum. Samples must be taken at one year intervals. The reports must include recommendations based on analysis data and manufacturer's guidelines. They are to be submitted to the Departmental representative for review. Any required corrective work to be coordinated with the Departmental representative. The full oil charge and filter(s) must be replaced at intervals as per manufacturer's recommendations or more often if conditions indicate deterioration. The contractor is responsible for disposing of used oil and oil contaminated materials.

Air Dryers

Maintenance performed as per Manufactures recommendations.

**SW 6. Eddy current testing (E.C.T)**

1. E.C.T of all condensers tubes (steam and refrigerant) and all cooler tubes is to be performed once during the winter season. This testing must cover one different chiller each year for the term of the Contract. Further annual testing is to be performed as indicated by the test results. All tests are to be accompanied by a report identifying the condition to the Departmental Representative. This work shall be done prior to any repairs to the chiller or the isolation by blockage of the tubes.

**SW 7. Heat exchanger maintenance**

1. All steam and refrigerant condenser/evaporators are to be brush cleaned once per year as a minimum, or more frequently if required. A leak test is to be performed at the time of tube cleaning and any defective tubes shall be replaced or plugged as agreed to by the Departmental Representative. An adequate supply of tubes is to be maintained on site at all times. If plugging is exercised then a report must be submitted identifying the plugged tubes and the total number of tubes plugged in relation to the total volume of tubes.
2. All heat exchangers for oil coolers and steam vacuum shall be brushed cleaned once per year.

**SW 8. Extra work**

1. The Contractor must immediately inform the Departmental Representative verbally and in writing within twenty-four (24) hours of necessary repairs which are deemed beyond the scope of work. The Contractor may be called upon to effect these repairs. Any extra work which the Contractor is requested to perform shall be conducted outside of this Contract and will form the basis of a separate work order.
2. The Contractor must provide twenty-four (24) hour, seven (7) days a week emergency call back service for the duration of the contract. The contractor must respond to all calls for service, all calls must be answered by a qualified mechanic within thirty (30) minutes of receiving the call on a 24 hour, 7 day a week basis at no extra cost to the Canada. Service personnel named in the contract must report on site ready to service the system within one (1) hours of receiving the request for emergency service and such work shall proceed continuously until the system is returned to safe operating condition.
3. The Contractor will calculate the cost of the repairs based on annex "d" – Cost Estimate Form for Extra Work as per Pricing Schedule 2.

**SW 9. Wiring diagrams – adjustments procedures and operational descriptions**

The Contractor must:

1. Prove to the satisfaction of the Departmental Representative possession of complete schematic wiring diagrams, detailed adjustment procedures and detailed operational descriptions of all equipment included in this Contract;
2. Verify all electrical drawings and provide numbering and reference for all cabinet wiring as requested during the first year of the contract; and

3. Provide revisions/updates of all electrical drawings to the Departmental Representative for electric drawing amendments.

**SW 10. Service and calls**

1. Maintenance, inspections, tests, service and repairs must be conducted during regular working hours, 7:30 A.M to 4:00 P.M Monday through Friday, excluding legal statutory holidays.
2. The Contractor must provide twenty-four (24) hour, seven (7) days a week emergency call back service for the duration of the contract. The contractor must respond to all calls for service, all calls must be answered by a qualified mechanic within thirty (30) minutes of receiving the call on a 24 hour, 7 day a week basis at no extra cost to the Canada. Service personnel named in the contract must report on site ready to service the system within one (1) hours of receiving the request for emergency service and such work shall proceed continuously until the system is returned to safe operating condition.

**SW 11. Environmental protection**

1. The contractor must conform to all applicable environmental laws and regulations in effect including Federal Halocarbon Regulations.
2. During repairs or replacement the Contractor must use closed – loop refrigerant recovery equipment to minimize refrigerant emissions. When pressurization is required, it must be accomplished by raising the temperature of the water in the evaporator. The use of inert gases is permitted. A complete leak test on all refrigerant systems shall be performed quarterly and repairs made as required. Units must then be tagged as leak free in accordance with all applicable regulations. A complete leak test on all refrigerant systems must be performed during the last week before the expiry date of this contract. Units must then be tagged as leak free in accordance with all applicable regulations.
3. The Contractor must not leave waste materials on site unless approved by the Departmental Representative.
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.
6. The reporting of refrigerant loss includes completing the applicable forms under the Federal Halocarbon Regulations. These forms must be returned within 24 hours to the Departmental Representative. Direct reporting to Environment Canada will be done by the Crown.

7. In the event of an accidental spill, the Contractor must notify the Departmental Representative immediately so that remedial action can be taken.

**SW 12. Health and safety requirements**

The Contractor shall:

1. Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials, and regarding labeling and the provision of material safety data sheets acceptable to Human Resources Development Canada, Labour Program.
2. Provide a blue binder with all up to date MSDS sheets for the chemicals being used by the Contractor for maintenance and also for the chiller.
3. Ensure that all of the Contractor's personnel have all the applicable safety training to perform the work. This shall include but are not limited to: fall protection, hoisting and rigging, and any other safety training required by all applicable acts and codes for the performance of the work.
4. Provide a copy to the Departmental Representative of the contractors "Safe Work Policy"

**SW 13. Comprehensive maintenance service plan**

1. The Contractor must produce a detailed comprehensive maintenance service plan specific to the equipment inventory which must outline all tasks, procedures, all maintenance routines and frequencies to meet or exceed manufacturer's recommendations, including a yearly and multi-year plan and the schedule of the maintenance and reporting. 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 Departmental Representative in the Microsoft office suite format (including sample inspections sheets for all routines), within 60 calendar days after award of the Contract.
2. This plan must be reviewed and agreed upon by the Departmental Representative.

**SW 14. Regulations, codes and acts**

1. The Contractor must comply with all laws and regulations relating to the work whether Federal, Provincial or Municipal, and shall pay for any and all permits and certificates required in respect of the work.

#### SW 15. Reports

1. The Contractor must report to the Departmental Representative in writing, within twenty-four (24) hours, of every visit required other than for regular maintenance. The report shall detail all work completed, work outstanding and the reasons therefore and an estimated time frame for completion.

The Contractor must notify the Departmental Representative 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 must be enclosed in a clear vinyl envelope or binder 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 Departmental Representative upon Contract completion or termination.

3. Major Inspection Reports

- I. Provide inspection reports following inspections of the turbine, compressor, rotor and Eddy Current testing.
- II. Provide inspection and calibration reports of control limits for each chiller or system and their calibrated set points.

4. Service Reports:

A signed, written service report must be completed at each regular maintenance visit, along with quarterly check lists. A check list is to be filled out by the Contractor for each piece of equipment covered under this agreement.

A quarterly synopsis will be written by the Contractor to reference all the work that has been completed during the three month interval.

Copies of the quarterly synopsis, regular maintenance reports and monthly check lists must be forwarded, with the quarterly invoice to the attention of: **Departmental Representative**

All reports are to include:

- a) Date and time of inspection
- b) Building name and location
- c) Mechanics name and signature
- d) Equipment identification (model and serial nos.)
- e) Work performed
- f) Parts replaced
- g) Condition of equipment

**SW 16. Exclusions**

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

**SW 17. Invoices**

1. Invoices must be submitted quarterly in arrears, and are to be forwarded to the attention of the Departmental Representative
2. Invoices **Must** include:
  - a) PWGSC reference & contract numbers
  - b) Period covered by invoice
  - c) Building name & address
3. Copies of all the maintenance, inspections, tests and repairs report during the period of the invoice must be attached
4. Invoices will be **returned unpaid** if inspection/service and Federal Halocarbon Regulation reports have not been received for the invoiced period

5. In the event of a dispute over work, billing, invoices or any other items, the work must continue during the dispute to ensure the operation or the reliability of the equipment to supply adequately the system requirements.
6. Copies of regular maintenance service reports, monthly check lists and proof of quarterly leak testing must be completed and must be forwarded, with quarterly invoice to the attention of:

Public Works and Government Services Canada  
Manager, Maintenance & Operational Assurance  
400 Cooper, 6<sup>th</sup> Floor  
Ottawa, Ontario  
Mailing Address: Ottawa, Ontario, K1A 0S5  
Attention of: **DEPARTMENTAL REPRESENTATIVE**

**SW 18. Equipment Inventory**

No of unit	Location Room	Make	Model	Year Inst ID	details
2	CHCP	York	OMS-3500		Chillers #1&2 3500 tons R22
1	CHCP	York	OTT4G2ZCDS	1991	Chiller #4 c/w starter 1300 tons R134A
1	CHCP	York	OTT4G2ZCB	1984	Chiller#3 c/w starter 1300 tons R134A
1	CHCP	York	YKSERCJ4-DFCS	1997	Chiller#5 c/w starter 2000 tons R134A
2	CHCP	American Standard	3513S1000		Steam condensers
4	CHCP	Ingersol-Dresser	D824	1996	Condensate Pumps c/w motors
2	CHCP	Westinghouse	EM25 32		Steam Turbines 3100 HP
2	CHCP	York Control Panels for chillers 1&2	N/A		Controls for chiller #1 & 2
1	CHCP	York	YK-201C		*Refrigerant monitoring System
1	CHCP	N/A	N/A		Refrigerant receiver #5

\*Refrigerant Monitoring System, including controllers, transmitters, relays, strobe lights horns and associated exhaust fan dampers

**SW 18. Equipment Inventory cont.**

No of unit	Location Room	Make	Model	Year Inst ID	details
1	CHCP Boiler Basement	Sullair #1 Compressor	10-25 ACAC		Serial # 003-72589
1	CHCP Boiler Basement	Sullair #2 Compressor	108-25		Serial # 003-52304
1	CHCP Chiller Basement	Sullair # 3 Compressor	10B25		Serial # 003-66030
1	CHCP Chiller Basement	Sullair # 4 Compressor	108-25 WC AC		Serial # 003-68617
1	CHCP Chiller Basemen	Hankinson Air Dryer	HPRP-200		Serial # H200A5753609904-002
4	CHCP Boiler Basement	Hankinson Air Dryer	HPRP-200		Serial # H200P5750203048
2	Chiller #1	Parker Valve Parker Valve	CRN OG0409.9C CRN OG0409.9C	2012 2012	00229495 00229458
2	Chiller #2	Parker Valve Parker Valve	CRN OG0409.9C CRN OG0409.9C	2012 2012	00229461 00229460
4	Chiller #3	Parker Valve Parker Valve Parker Valve Parker Valve	CRN OG9021.5C CRN OG9021.5C CRN OG9021.5C CRN OG9021.5C	2013 2013 2013 2013	00249770 00249776 00249775 00249773
4	Chiller #4	Parker Valve Parker Valve Parker Valve Parker Valve	CRN OG9021.5C CRN OG9021.5C CRN OG9021.5C CRN OG9021.5C	2013 2013 2013 2013	00249774 00249771 00249769 00249772
2	Chiller # 5	Parker Valve	CRN OG0409.9C	2013	00249525

**Public Works  
Government Services  
Canada**

**Maintenance Service  
Centrifugal Chiller/Turbine  
Equipment**

**Annex B- scope of work  
8M3-0349-9  
September 2014**

		Parker Valve	CRN 0G0409.9C	2013	00249524
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Government of Canada

Gouvernement du Canada

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Contract Number / Numéro du contrat

EJ196-142410

REVISED #1 mm

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction Realty			
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Full maintenance contract on the 5 chillers at the Tunney's Pasture CHCP			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments: **Only security screened personnel must be utilized**  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

## Cost Estimate Form For Extra Work

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Estimate #: \_\_\_\_\_

**Description of Work:**

(Please attach a separate sheet if required)

		Hourly Rate as per Contract	
I Direct Costs	No. of Hours	AC/Chiller Technician	Total
<b>i Direct Labour</b>			
Repair Work Labour			
Emergency Calls Labour			
Other Labour (Specify: _____ )			
Total Direct Labour			\$ _____ (i)
<b>ii Direct Material Costs *</b>			
Replacement Parts			
Repair Parts			
Other Material (Specify: _____ )			\$ _____ (ii)
Total Direct Material Costs			
<b>iii Other Direct Costs</b>			
Other (Specify: _____ )			
Total Other Direct Costs			\$ _____ (iii)
<b>II Total Price</b>			
Total Direct Costs (i + ii + iii) (GST/HST extra)			\$ _____

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

Name: \_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_