



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

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

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

Title - Sujet A/C MAINTENANCE CONTRACT		
Solicitation No. - N° de l'invitation EJ196-170400/A	Date 2016-07-29	
Client Reference No. - N° de référence du client 20170400		
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-294-71344		
File No. - N° de dossier fk294.EJ196-170400	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-12		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Nolet, Josée		Buyer Id - Id de l'acheteur fk294
Telephone No. - N° de téléphone (873) 469-4896 ()		FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

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

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 Josée Nolet by facsimile 819-956-3600 or by e-mail to josee.nolet@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:
<http://ssi-iss.tpsgc-pwgsc.gc.ca> 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 E.

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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.

The Annexes include the Statement of Work, the Security Requirement Check List (SRCL), Cost Estimate Form for Extra Work, a Reminder to provide a Complete List of names of all individuals who are currently directors of the Bidder and a Voluntary Certification to Support the Use of Apprentices.

1.2 Summary

- (i) To provide, for a period of 5 years, all maintenance services and inspection services on heating, ventilation, air conditioning (**HVAC**), commercial refrigeration and related mechanical equipment in accordance with the Statement of Work 8M3-0999-71 attached herein as Annex A.
- (ii) This requirement is for Public Works and Government Services Canada (PWGSC) located at the Parliamentary Precinct of Ottawa, in various locations (CBUS, Library, East Block, Grounds, etc.), Ottawa (ON), in the National Capital Area.
- (iii) Mandatory Response Time

As per **Annex A**, Statement of Work, SW 3 – Service, under 3.7, Service Calls, it is a mandatory requirement of the contract that:

- 1. All service calls between regular inspections shall be answered by a qualified mechanic within one (1) hour of receiving the call on a 24 hour, 7 day basis. Service personnel shall report on site ready to service the system within two (2) hours of receiving the request for service and such work shall proceed continuously until the system is returned to safe operating condition. All service calls will be at extra cost to the contract and shall be calculated based on "Cost of Services Schedule".
- (iv) The period of any resulting Contract will be for a period five (5) years. The services must be provided in accordance with Statement of Work, attached herein as Annex A.

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- (v) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security 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) There is a mandatory site visit associated with this requirement. Consult Part 2 – Bidder Instructions.
- (vii) As per the integrity Provisions under section 01 of Standard Instructions 2003 and 2004, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- (viii) For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.3 of Part 2 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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.

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 (2016-04-04) 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 and 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 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

Due to the nature of this requirement and in order to gain access to the site, it is MANDATORY that all interested bidders submit the Names (legal name) and birth dates of their representatives that will be attending the Mandatory Site Visit to the Contracting Authority (Josée Nolet) by facsimile at 819 956-3600 or by email at josee.nolet@tpsgc-pwgsc.gc.ca no later than Tuesday, August 9th, 2016 at 5:00 pm.

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Parliamentary Precinct of Ottawa, in various locations (CBUS, Library, East Block, Center Block, Grounds, etc.), on **Thursday, August 11th, 2016**. The site visit will begin at **10:00 Eastern Daylight Time**, and the meeting point is the entrance of the Confederation Building at 229, Wellington Street (corner of Bank St. and Wellington St.), Ottawa, in the National Capital Region. Note that the parking is at your own fees and there is no parking at the Parliament Hill for the visit.

It is mandatory that bidders provide and wear safety boots, safety glasses and a hard hat for the site visit. Bidders who do not comply will not be permitted to attend the site visit.

Personnel security screening is required prior to gaining authorized access to secure worksites. Bidders **must** communicate with the Contracting Authority (Josée Nolet) no later than COB on **Tuesday, August 9th, 2016** to confirm attendance and provide the name(s) of the **person(s)** who will attend. The Bidder's Company Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I Technical Bid (one (1) hard copy)
- Section II Financial Bid (one (1) hard copy)
- Section III Certifications (one (1) hard copy)

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule 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 bidders submit firm prices/rates for the five year period of the contract for all items listed hereafter.

PRICING SCHEDULE 1 - Firm Price

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

1.1 Table 1 – Bi-Annual refrigerant leak test AND quarterly maintenance inspection for the following equipment:

No. of Units	Location Room No.	Make	Model	Serial Number	Details	Year 1	Year 2	Year 3	Year 4	Year 5
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #1	CM0505 DEHOO	650702	Condensing is completed by chill water from Cliff St. Plant. Back-up condensing is city water	\$	\$	\$	\$	\$
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #2	CM0505 DEHOO	650703		\$	\$	\$	\$	\$
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #3	CM0505 DEHOO	650701		\$	\$	\$	\$	\$
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #4	CM0505 DEHOO	650700		\$	\$	\$	\$	\$
1	CBUS Comp. Rm. B136 Main	IPAC Airflow AC #5	UE76D5E GB2CHD	650284		\$	\$	\$	\$	\$
1	CBUS Comp. Rm. B136 Main	IPAC Airflow AC #6	UE76D5E GB2CHD	650283		\$	\$	\$	\$	\$
1	CBUS UPS Rm. B137	IPAC Airflow AC #7	UE76D5E GB2CHD	650282		\$	\$	\$	\$	\$
1	CB Basement West side	Liebert APC	CM-1-0-C-BC-D	XK033 200672 4	Chill Water coil. C/W humidifier servicing Rm 113B	\$	\$	\$	\$	\$
1	CB Basement West side	Liebert APC	MMD40C 3PHEBG	0410N8 8556	Chill Water coil. C/W humidifier & condensate pump servicing Rm 119B	\$	\$	\$	\$	\$
1	CB Basement West side	Liebert APC	MCD26 WDPH3	0410N8 8694	Split unit, evap. in room 119B	\$	\$	\$	\$	\$
1	LoP – 00-04 Mech. Rm.	EnviroChill	STC694 WC-SC65-5	2049-0404	Chiller Package: dual compressors, 40lbs R22.	\$	\$	\$	\$	\$

Contract No. - N° du contrat

EJ196-170400/A

Client Ref. No. - N° de réf. du client
20170400

Amd. No. - N° de la modif.

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fk294EJ196-170400

Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

3	CB Room 504S	McQuay Heat Pumps	W,CCW, 1.042,M, L,Y,R,E,0 1,YY,A,C ,Y,YY,Y YY,YYY, YYY.A	AUBU0 52802	Refrigerant 410A	\$	\$	\$	\$	\$
1	CB Room 504S	Drysteem Vapormist Humidifier	VM99-4	113514 1-01-01	600 Volts	\$	\$	\$	\$	\$
1	CB Room 504S	Exhaust Fan	K6	389274		\$	\$	\$	\$	\$
1	VSF 1	Mitsubishi	PUY A12NHA 3	05U031 7AC	Split AC 2 lb 4 oz of R410A	\$	\$	\$	\$	\$
1	VSF 1	Compac	AVPA24 ACAON U100	BA-F12372 8-0-15	Main AC 82 oz of R410A	\$	\$	\$	\$	\$
1	VSF 2	Bard	W24A2-A10	314F13 301858 5-02	Main AC	\$	\$	\$	\$	\$
1	VSF 2	Fujitsu	ASU18C L	UC-1	Split AC R410A	\$	\$	\$	\$	\$
1	Kiosk 1	Dometic	B59516.7 11C0	351223 17	Roof AC 22 oz of R410A	\$	\$	\$	\$	\$
1	Kiosk 2	Dometic	B59516.7 11C0	351223 18	Roof AC 22 oz of R410A	\$	\$	\$	\$	\$
1	Kiosk 3	Dometic	B59516.7 11C0	404236 01	Roof AC 22 oz of R410A	\$	\$	\$	\$	\$
1	CB – Senate Wine Cellar A/C Unit	REFPLUS TECUMSEH	LSA1300 -1 32B32601	D20060 50802 0K6A3 D3161	Condenser is located in the basement corridor behind the main piping infrastructure. Refrigerant R-22	\$	\$	\$	\$	\$
1	CBUS - B133 Walk-in cooler	KEEPRITE	KLP209 MA-S1B	152201 648	The cond. above the unit- Water cooled. Chilled water– heat ex. Refrigerant R-22	\$	\$	\$	\$	\$
1	CBUS - B134 Walk in freezer	COMPETITO R	CUC153 B	98D123	The cond. above the unit. - Water cooled. Chilled water– heat ex. Refrigerant r-22	\$	\$	\$	\$	\$
1	CB - 641N	EM-HFP	EM-28-1H2C	G00849 3	Water cooled condenser a/c unit. Serves room 641N. Refrigerant R-22	\$	\$	\$	\$	\$

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Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

1	RCR – B116 1 Wellington	SAMSUNG	AQV18A X	E485PA ES2001 55E	Ductless split serves B116 security server room. Air cooled cond. on roof in caged area. Refrigerant r- 410A	\$	\$	\$	\$	\$
1	CB Basement Under Peace Tower	EMI	T2CA980 0D00	1-08-J- 6738-36	Ductless split unit two “heads” Serves 143 S & Fire panel room Refrigerant R- 22	\$	\$	\$	\$	\$

**1.1 Table 2 – Bi-Annual Refrigerant leak test ONLY (NO QUARTERLY MAINTENANCE REQUIRED)
on the following equipment:**

No. of Units	Location Room No.	Make	Model	Serial Number	Details	Year 1	Year 2	Year 3	Year 4	Year 5
1	CB 160S 1ST Floor	Mitsubishi	MXZ- 3B24NA	019014 30 D	Ductless split unit _ two “heads” Serve 160S-TV Room Condenser in Senate Bench room Refrigerant R410A	\$	\$	\$	\$	\$
1	CB Basement	YORK	DV 40-62	TLC182 921	Above catwalk Serve 207 S Refrigerant R- 22	\$	\$	\$	\$	\$
1	Garbage Room CBUS rm136 Basement	HEATCRAFT	ECP655B J	D98C07 9-8	Evap. in the garbage room. Chilled water cooled condenser in room beside. Refrigerant R- 22	\$	\$	\$	\$	\$
1	CB - Senate Freight	BARD single package air conditioner	WE372 A15XX4 XXJ	225P04 198490 9-02	Wall mounted package A/C Serve Storage area Refrigerant R- 22	\$	\$	\$	\$	\$
1	M. Public washroom	BARD single package air conditioner	W36A2B 15 SX4XXJ	310A14 308730 8	Wall mounted package A/C Trailer Public Men	\$	\$	\$	\$	\$

					washroom Refrigerant R-410A					
1	L. Public Washroom	BARD – single package air conditioner	W36A2B15 SX4XXJ	310H14 313554 8-02	Wall mounted package A/C Trailer Public Lady Washroom, Refrigerant R-410A	\$	\$	\$	\$	\$
1	CB – 3 rd fl. Peace Tower	MAMMOTH	F043V1601	50BA006110	Domestic water cooled condenser. Serves 2nd, 4, 5, & 6th fl. Peace Tower Refrigerant R-22	\$	\$	\$	\$	\$
1	CB - 7th fl. Peace Tower	AMANA	PTH093G35AXXXAB	1401231561	Air cooled Compact unit. Serves Carillon keyboard room Refrigerant R-410A	\$	\$	\$	\$	\$
1	CB - Peace Tower Above 9 th flr.	MAMMOTH	8F71358	1N052	The air cooled condenser in elevator room- Peace Tower Serve observation desk Refrigerant R-22	\$	\$	\$	\$	\$
1	CB 427S Mech. Rm. Via men's rm. Key#29	MITSUBISHI	PQHY-P250TM-A-C	47789006	Ductless Split unit feeding 6"heads". Chill & Dom. Water cooled condenser. Serve PM area. Refrigerant R-407	\$	\$	\$	\$	\$
1	CB Roof Access via elevator rm. 8	REFPLUS	OCS-250-1H2-8	96030368	Air cooled cond. Serves Kitchen Refrigerant R-22	\$	\$	\$	\$	\$
1	CB – 6xxS Storage space behind Men's washroom 6th floor.	EM-FHP	EM-018-1hzc SRE	J009633	Dom. Water cooled condenser unit. Serve room 509S. Refrigerant R-22	\$	\$	\$	\$	\$
1	EB – Roof Via Penthouse	REFPLUS	CUA-113-0	B37227CU	Air cooled condenser serving Cafeteria	\$	\$	\$	\$	\$

					Evap. & Cond. located on the roof. Refrigerant R- 22					
1	EB – 266 Media room	DAIKIN	RZR42P VJU	E00096 9	Ductless split unit. Serving Media room # 266 Refrigerant R- 410A					

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes is to be shown separately.

Summary of Table 1, Years 1 to 5 (inclusive)

Period	Firm quarterly Rate	Number of quarters	Firm Annual Rate
Year 1	\$	x 4	\$
Year 2	\$	x 4	\$
Year 3	\$	x 4	\$
Year 4	\$	x 4	\$
Year 5	\$	x 4	\$
Total			\$

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

Pricing Schedule 2: Extra Work - As and When Requested

Extra work as described in Annex A - PWGSC Statement of Work 8M30817-6 - "Extra Work" will be conducted on an as and when requested basis where charges must 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 C "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) in Canadian funds.

2.1 LABOUR: Our firm hourly rate per qualified **A/C Technician** shall be:

Regular Time: Monday to Friday 08:00 until 16:00	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$ /HR	\$ /HR	\$ /HR	\$ /HR	\$ /HR

Estimated quantity of hours per year	50	10	10	10	10
Extended Price	\$	\$	\$	\$	\$
2.1(i) SUB-TOTAL:					\$

ii) Outside Regular Hours: Monday to Saturday, Time and a Half (1.5 x Reg. Hourly Rate)	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$ /HR	\$ /HR	\$ /HR	\$ /HR	\$ /HR
Estimated quantity of hours per year	8	2	2	2	2
Extended Price	\$	\$	\$	\$	\$
2.1(ii) SUB-TOTAL:					\$

iii) Sunday & Statutory Holidays, Double Time (2.0 x Reg. Hourly Rate)	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$ /HR	\$ /HR	\$ /HR	\$ /HR	\$ /HR
Estimated quantity of hours per year	6	2	2	2	2
Extended Price	\$	\$	\$	\$	\$
2.1(iii) SUB-TOTAL:					\$

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
Percentage Mark Up	%	%	%	%	%
Estimated Expenditure	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Extended Price:	\$	\$	\$	\$	\$
2.2 SUB-TOTAL:					\$

* 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).

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.

TOTAL ASSESSED PROPOSAL PRICE

Sum of Basis of Pricing

Pricing Schedule 1: Table 1 (Summary Table) = Subtotal \$ _____ +

Pricing Schedule 2: 2.1 (i) to (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 Mandatory Technical Evaluation

Submission of Evidence

Submission of Evidence as described at **4.1.1.1 to 4.1.1.5** should be included with the bid at time of solicitation closing. However, if the following is not submitted with the bid by the 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 Card and Licensing Documentation

To carry out the work on this requirement, the contractor must provide the following three (3) qualified service personnel as follows:

- **Three (3) Service Personnel** qualified in the HVAC equipment in a possession of:
 - A valid **Journeyman (JP)** Refrigeration and Air Conditioning Certification License (or approved interprovincial equivalent);
 - A valid Ozone Depletion Prevention Card for the province of Ontario (or approved interprovincial equivalent);
 - A valid Working at Heights Certificate; and
 - A valid Confined Space Entry Certificate.

4.1.1.2 Mandatory Employee Experience and Past Performance

To carry out the work on this requirement, the contractor **must** provide evidence to demonstrate that the service personnel proposed to perform maintenance of HVAC equipment and gas fired heating appliances, have **three (3) years of recent experience** and past performance by referencing **three (3) similar projects/contracts** within **the last 8 years** whereby the service personnel have performed satisfactorily. The bidder must complete the form (RFP) for each personnel who will be performing work on the requirement in order to demonstrate that each proposed personnel has the required experience.

- Recent experience is defined as experience gained from January 2008 up to and including the solicitation closing date.
- Similar is defined as maintenance service of HVAC equipment, comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, SW5, 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, 2010 = 36 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 36 months and not 65 months because the period Jan. 2008 to Dec. 2010 has already been counted in Projects 2 and 3. This employee does not meet the required minimum of 5 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 two (2) qualified personnel will be assessed. The first two (2) proposed employees listed in the proposal will be considered for evaluation.

NAME OF SERVICE PERSONNEL 1: _____ HVAC EQUIPMENT			
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: _____	Name: _____	Name: _____
	Title: _____	Title: _____	Title: _____
Telephone and e-mail address of client contact	Phone Number: _____	Phone Number: _____	Phone Number: _____
	E-mail: _____	E-mail: _____	E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd)
	To: _____(yyyy/mm/dd)	To: _____(yyyy/mm/dd)	To: _____(yyyy/mm/dd)

NAME OF SERVICE PERSONNEL 2: _____ HVAC EQUIPMENT			
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: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)

NAME OF SERVICE PERSONNEL 3: _____
HVAC EQUIPMENT

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: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)

4.1.1.3 Non-Working Service Manager Expertise and Experience

The bidder must provide evidence of its proposed Non-Working Service Manager's recent experience and past performance by referencing at least **one (1) similar project/contract**. It is mandatory that the Non-Working Service Manager **have three (3) recent years of experience** in a supervisory role in the field of HVAC equipment.

The bidder must complete the following form in order to demonstrate that the proposed Non-Working Service Manager have the required experience.

Recent experience is defined as experience gained from January 2008 up to and including the solicitation closing date.

Similar is defined as a maintenance service of HVAC equipment, comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, SW5, Equipment Inventory.

Should it be necessary to provide more project/contract reference names in order to demonstrate that the proposed non working Field Superintendent has the required three (3) years of experience, then the Contractor must provide this additional information on a separate sheet and attach with the proposal.

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 of recent experience, see example of 4.1.1.2.

In the event where the information for the Non-Working Service Manager cannot be confirmed by the client contact(s) 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 Non-Working Service Manager in excess of the stated requirement, only the references up to the identified limit of one (1) Non-Working Service Manager will be assessed. The first one (1) Non-Working Service Manager listed in the proposal will be considered for evaluation.

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

Responsibilities of the individual:

4.1.1.4 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 table in order to demonstrate that it has the required experience.

Recent experience is defined as experience gained from January 2008 up to and including the solicitation closing date.

Similar is defined as maintenance service of HVAC equipment, comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, SW5, Equipment Inventory.

In the event where the information on one project or two (2) cannot be confirmed by customer contacts cited in the proposal, this one will be barred. If the bidder provides more referrals than is requested above, only the references required will be considered. The three (3) first projects mentioned in the proposal will be considered for evaluation.

In cases where experience is acquired concurrently, the time period will be considered only once for the purpose of calculating the minimum requirement of three (3) years of recent experience, see example of 4.1.1.2.

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.

For Contractor:

	PROJECT/CONTRACT REFERENCE # 1	PROJECT/CONTRACT REFERENCE # 2	PROJECT/CONTRACT REFERENCE # 3
Name of client organization or Company	Name: _____	Name: _____	Name: _____
Name and title of client contact who can confirm the information	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____

presented in the proposal.			
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	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	_____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____ _____

4.1.1.5 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, at any time, under the direction of a Journeyman Mechanic. Canada reserves the right to request proof of registration in a Tradesman Program 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 with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder (see Annex G).

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (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" list at the time of contract award.

5.3 Additional Certifications 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.3.1 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.

5.3.2 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 AND INSURANCE 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. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGS Bid Solicitations – Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) **document on the Departmental Standard Procurement Documents** website.

6.2 Employee Information for Security

The Bidder should specify the following information regarding employees proposed in Part 4, Section 4.1.1 to provide services against any resulting contract:

PROPOSED EMPLOYEES			
	Legal Name (First and Last) (Please Print Clearly)	Date of Birth Day / Month / Year	Current Clearance Held
Service personnel 1 HVAC Equipment			
Service personnel 2 HVAC Equipment			
Service personnel 3 HVAC Equipment			
Non-Working Service Manager			

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, materials and labour for all maintenance services and inspection services on heating, ventilation, air conditioning (HVAC), commercial refrigeration and related mechanical equipment in accordance with the Statement of Work 8M3-0999-71, attached herein as Annex A.

This requirement is for Public Works and Government Services Canada (PWGSC) located at the Parliamentary Precinct of Ottawa, in various locations (CBUS, Library, East Block, Grounds, etc.), Ottawa (ON), in the National Capital Area.

7.1.1 Mandatory Response Time

As per **Annex A**, Statement of Work – 8M3-0999-71, **SW 3 – Service**, under 3.7, Service Calls, it is a mandatory requirement of the contract that:

1. All service calls between regular inspections must be answered by a qualified Journeyperson (HP) within one (1) hour of receiving the call on a 24 hour, 7 day basis. All named Service personnel must be able to report on site ready to service the system within one (1) hour of receiving the request for service and such work shall proceed continuously until the system is returned to safe operating condition.
2. All service calls will be at extra cost to Canada and shall be calculated based on the “As and When” Requested Work Pricing Schedule 2 in the Contract. Billable hours begin when the responding qualified person(s) are on site. Upon completion of the required service work, billable time ends. Canada will accept a minimum charge of one (1) hour. Canada will not accept Truck/Travel or Fuel charges.

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.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in

accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Names of qualified employees

The contractor must provide the names of the qualified Technicians who will be assigned to work on this Contract. The names provided below must be the same personnel listed in Part 4 and Part 6 of the proposal.

Qualified Personnel	First & last name
Service personnel 1 HVAC Equipment	
Service personnel 2 HVAC Equipment	
Service personnel 3 HVAC Equipment	
Non-Working Service Manager	

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 (2016-04-04) General Conditions - Higher Complexity Services, apply to and form part of the Contract.

7.3. Security Requirements

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

1. The Contractor/Officer personnel requiring access to sensitive work site(s) must **EACH** hold a valid **SITE ACCES** Clearance granted or approved by CISC/PWGSC.

2. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISC/PWGSC.

3. The Contractor/Officer 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.
(5 year period - dates to be determined at contract award)

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Josée Nolet, Supply Specialist
Public Works and Government Services Canada
Real Property Contracting Directorate
3C2-21, 11 Laurier Street, Place du Portage, Phase III
Gatineau (Québec) K1A 0S5

Telephone: 873 469-4896

Facsimile: 819 956-3600

Email: josee.nolet@pwgsc-tpsgc.gc.ca

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

7.5.2 Technical Authority

"TO BE PROVIDED AT CONTRACT AWARD"

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____.

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

7.5.3 Contractor's Representative

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

Name: _____

Telephone: _____

Facsimile: _____

Cellular: _____

E-mail: _____

7.5.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: **Non-Working Manager Service**

Supervisor Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants (If not applicable, clause will be deleted at contract award)

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 excluded) of which \$ **(to be determined)** (Applicable Taxes excluded) is for goods and/or services enumerated or described in Pricing Schedule 1, and \$ **(to be determined)** (Applicable Taxes excluded) 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 extra, if applicable.

Firm rates will be paid in accordance with Pricing Schedule 1 in four (4) equal quarterly payments.

"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 are excluded, 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 if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority whichever comes first.
- (b) 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.

(Pricing tables to be inserted here at contract award)

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 monthly maintenance report described in Annex A "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 maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications

7.9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

7.10 Applicable Laws

The 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 (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) the Contractor's proposal dated _____ (*insert date of bid*);
- (f) Annex C, 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

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,
 - a. custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - 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) 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 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.

7.15 Government Site Regulations

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

7.16 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.

7.17 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.

Contract No. - N° du contrat

EJ196-170400/A

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

20170400

Amd. No. - N° de la modif.

File No. - N° du dossier

fk294EJ196-170400

Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

Number of apprentices hired	Trade Specialty

Contract No. - N° du contrat

EJ196-170400/A

Client Ref. No. - N° de réf. du client
20170400

Amd. No. - N° de la modif.

File No. - N° du dossier
fk294EJ196-170400

Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

EJ196-170400/A

(See document attached)

Contract No. - N° du contrat

EJ196-170400/A

Client Ref. No. - N° de réf. du client
20170400

Amd. No. - N° de la modif.

File No. - N° du dossier
fk294EJ196-170400

Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

ANNEX B

SECURITY REQUIREMENT CHECK LIST (SRCL)

(See document attached)

Contract No. - N° du contrat
EJ196-170400/A
Client Ref. No. - N° de réf. du client
20170400

Amd. No. - N° de la modif.
File No. - N° du dossier
fk294EJ196-170400

Buyer ID - Id de l'acheteur
fk294
CCC No./N° CCC - FMS No./N° VME

Cost Estimate Form for Extra Work ANNEX C

Contractor: _____

Date: _____

Description of Work:

(Please attach a separate sheet if required)

		Hourly Rate as per Contract	
I Direct Costs	No. of Hours	Rate	Total
i Direct Labour			
Repair Work Labour			
Emergency Calls Labour			
Other Labour (Specify: _____)			
Total Direct Labour			\$ _____ (i)
ii Direct Material Costs *			
Replacement Parts			
Repair Parts			
Other Material (Specify: _____)			\$ _____ (ii)
Total Direct Material Costs			
iii Other Direct Costs			
Other (Specify: _____)			
Total Other Direct Costs			\$ _____ (iii)
II Total Price			Total
Total Direct Costs (i + ii + iii) (Applicable Taxes 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: _____

Contract No. - N° du contrat

EJ196-170400/A

Client Ref. No. - N° de réf. du client
20170400

Amd. No. - N° de la modif.

File No. - N° du dossier
fk294EJ196-170400

Buyer ID - Id de l'acheteur

fk294

CCC No./N° CCC - FMS No./N° VME

ANNEX D

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

DIRECTORS:

ANNEX E**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. 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 ratios¹ 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.

The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as 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: _____

Public Works and Service Government Canada	Maintenance Service HVAC Equipment Maintenance	Statement of Work EJ196-170400 8M3-0999-71
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SW 1 **General**

- 1.1 The Contractor must furnish all necessary tools, services and labour to execute the work required for the maintenance of the equipment contained herein and must execute such work in a careful and workmanlike manner and in accordance with all related Codes, Standards and Regulations from all levels of Government (Provincial/Territorial, Municipal and Federal).
- 1.2 The Bidder must provide written proof, with references, where the technicians that will be performing the work have at least three (3) years of experience maintaining equipment of the size and complexity of the equipment listed in SW5, Equipment Inventory.
- 1.3 To carry out the work on this requirement, **three (3)** Service personnel employed by the Contractor must be in possession of:
 - 1.3.1 A valid Ozone Depletion Prevention Card for the Province of Ontario (or approved interprovincial equivalent); and
 - 1.3.2 A valid Journeyperson (JP) Refrigeration and Air Conditioning Certification Licence (or approved interprovincial equivalent); and
 - 1.3.3 A valid Working at Heights Certificate; and
 - 1.3.4 A valid Confined Space Entry Certificate.
- 1.4 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 Journeymen 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.
- 1.5 All changes to personnel, registered to work on this contract, must be pre-approved, in writing by the Technical Authority prior to the change. All proof of qualification, as per the contract, must be submitted in order for the change to be considered.

SW 2 **Scope of Work - Maintenance and Inspection**

- 2.1 The Contractor must provide all required maintenance as per SW 3 and the manufacturer's recommendations, including but not limited to the items listed below, to maintain the equipment listed in SW 5, Equipment Inventory.
- 2.2 Included in Contract
 - 2.2.1 Contractor must provide all labour, materials, and necessary tools for all maintenance inspections, leak testing, cleaning, and lubrication.
 - 2.2.2 Evaporators and condensers are to be cleaned with soap and water (or other appropriate cleaner) no less than annually or more often if deemed necessary.
 - 2.2.3 Maintenance and inspection on all related piping for unit isolation, gauges, thermometers, associated electrical devices, flow switches, controls, electric control valves, and connecting ductwork. Also includes motor starters and condensate water draining systems.

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2.2.4 Drive belts, filters, fuses, and all consumable items; includes greases, oils, lubricants, solvents and cleaning materials required to perform the maintenance of the equipment listed in SW5.

2.2.5 The equipment inventory identified in SW5 must be inspected and maintained as described herein. All additional parts and labour required to effect repairs to this equipment will be at extra cost to Canada. For any repairs associated with the Equipment Inventory, the Contractor must immediately submit to the Technical Authority for review, a comprehensive parts & labour cost summary and the reason for repair(s). If the request is deemed fair and reasonable by the Technical Authority, compensation will be provided to the Contractor at extra cost to Canada. The proposed repairs must not proceed without prior consent from the Technical Authority.

2.2.6 All materials used in the performance of the work, whether included in the contract or repair or replacement parts, shall match original manufacturer's specifications to ensure system integrity. Repair or replacement parts must be new or manufacturer warranted "as new" rebuilt (with Technical Authority approval). For the period of this contract, the contractor must have access, at all times, to sufficient direct replacement parts to ensure immediate repair of any component which would render the system out of service or inaccessible to operator interaction.

2.2.7 The Contractor is encouraged to identify modifications or improvements to the equipment or system(s) that will enhance equipment serviceability, life expectancy and/or efficiency.

2.2.8 The Contractor will calculate the cost of the repairs, modifications or improvements based on Basis of Pricing "Pricing Schedule 2". The Contractor may be called upon to effect this work.

2.2.9 Maintenance Plan:

2.2.9.1 Contractor shall produce a detailed maintenance and inspection service plan specific to the equipment inventory which must outline all tasks, procedures, all maintenance routines and frequencies to meet or exceed manufacturers' recommendations identifying the maintenance that will be performed annually, semi-annually and quarterly. This maintenance plan shall contain and reflect the manufacturer's recommended maintenance and all requirements of this agreement. The proposed maintenance plan shall be reviewed by the Technical Authority and may require revision by the Contractor to meet Technical Authority's requirements. Any such changes shall be considered as part of this agreement. This plan must fully list all operating inspections, maintenance schedules and tests necessary to maximize equipment longevity and ensure the optimum level of performance over the full operating range of the equipment.

2.2.9.2 The maintenance and inspection service plan shall be submitted to the Technical Authority in the Microsoft Office Suite format (including sample inspections sheets for all routines), within 30 calendar days after commencement of the Contract.

2.3 Performance

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

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2.4 Exclusions

- 2.4.1 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.
- 2.4.2 The contractor must provide clear and concise rational of the events leading up to the failure.

2.5 Extra Work

- 2.5.1 The Contractor must immediately inform the Technical Authority in writing within 24 hours of necessary repairs not included herein as being part of the work to be performed under the Contract. The Contractor may be called upon to effect these repairs.
- 2.5.2 The Contractor must identify modifications or improvements to the equipment or system(s) that will enhance equipment serviceability, life expectancy and/or efficiency.
- 2.5.3 The Contractor will calculate the cost of repairs, services, modifications or improvements based on the "Cost of Services Schedule". The contractor may be called upon to effect this Extra Work.

2.6 Wiring Diagrams - Adjustments Procedures and Operational Descriptions

- 2.6.1 Prove to the satisfaction of the Technical Authority when requested, possession of complete schematic wiring diagrams, detailed adjustment procedures and detailed operational descriptions of all equipment included in this Contract.

2.7 Environment Protection

- 2.7.1 The Contractor must conform to all applicable environmental laws and regulations in effect including the Federal Halocarbon Regulations.
- 2.7.2 During repair or replacements the Contractor must use closed-loop refrigerant recovery equipment to minimize refrigerant emissions. A complete leak test on all refrigeration systems must be performed twice during the calendar year (6 month intervals), and repairs made as required. Units must then be tagged as leak free.
- 2.7.3 The Contractor must ensure against oil spills or damage to surfaces and roofing system by providing protection such as plywood or plastic under the equipment during service operations. In the event of an accidental spill, the Contractor must notify the Technical Authority immediately so that remedial action can be taken;
- 2.7.4 The Contractor must not leave waste materials on site unless approved by the Technical Authority;
- 2.7.5 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;
- 2.7.6 The Contractor must control the disposal of the runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

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SW 3 **Service**

- 3.1 All equipment in SW5 5.1 must be inspected quarterly and leak-tested bi-annually to provide trouble free operation of the equipment. The Contractor shall be responsible to co-ordinate for various building access by co-ordinating each inspection with the Technical Authority or PWGSC building staff. Building access will be denied if these instructions are not implemented at no extra cost to Canada.
- 3.2 All equipment in SW5 5.2 must be leak-tested bi-annually ONLY. Regular maintenance will be performed by PWGSC staff.
- 3.3 The performance of the work required must provide for operation of the complete system(s) based on original design or subsequent approved design modifications, and shall be as recommended by the manufacturer(s).
- 3.4 Unless otherwise directed, preventive maintenance shall be performed during regular working hours, Monday through Friday, 08:00 to 16:00 hours excluding statutory holidays. Contractor must provide at least 24 hours' notice to the Technical Authority prior to visiting the site.
- 3.5 The proposed schedule shall be reviewed by the Technical Authority and may require revision by the Contractor to meet Client's requirements. Any such changes shall be considered as part of this agreement.
- 3.6 Control Systems
 - 3.6.1 Conduct periodic tests of the Control Systems where applicable, to ensure all circuits and settings are properly adjusted to suit requirements of the design capabilities of the system as originally furnished by the manufacturer. The frequency of testing controls will be according to manufacturer's specifications.
- 3.7 Service Calls:
 - 3.7.1 All service calls between regular inspections shall be answered by a qualified mechanic within one (1) hour of receiving the call on a 24 hour, 7 day basis. Service personnel shall report on site ready to service the system within two (2) hours of receiving the request for service and such work shall proceed continuously until the system is returned to safe operating condition. All service calls will be at extra cost to the contract and shall be calculated based on "Cost of Services Schedule".
- 3.8 Disputes:
 - 3.8.1 In the event of a dispute over equipment operation, repairs, billing, invoices or any other item, work must continue during the dispute to ensure the operation or the reliability of the equipment to supply adequately the system requirements.

SW 4 **Reporting**

- 4.1 The Contractor must report to the Technical Authority verbally, and by e-mail, within twenty-four (24) hours, every visit required other than regular maintenance or any abnormal situation. The report must

Public Works and Service Government Canada	Maintenance Service HVAC Equipment Maintenance	Statement of Work EJ196-170400 8M3-0999-71
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detail all work completed, work outstanding and the reasons therefore and an estimated time frame for completion.

- 4.2 The Contractor must call to the attention of operating staff verbally followed by a written report to the Technical Authority any improper procedures which may be noted by him and provide written instruction to guide the Technical Authority's staff.
- 4.3 The Contractor must notify the Technical Authority in writing of any malfunction of equipment or systems related to, but not part of, the contract equipment which could adversely affect the reliability or cause damage to the system components under the maintenance contract.
- 4.4 Equipment report cards:
 - 4.4.1 A completed service report card outlining any and all service performed on the equipment shall be enclosed in a clear vinyl envelope and affixed safely to the equipment. These report cards are to remain with the equipment for the duration of the contract and to be turned over to the Technical Authority upon completion or termination.
- 4.5 Service Reports:
 - 4.5.1 Attestation of maintenance and inspection as per Maintenance Plan [SW2.2(e)] including any recommendations and/or comments shall be submitted with the quarterly invoice to the attention of:

Public Works and Government Services Canada
Maintenance and Operational Assurance
400 Cooper St., 6th floor Ottawa On., K1A 0SA.
Attention: Jeff Berndt
- 4.6 Invoices must include:
 - 4.6.1 PWGSC reference (8M3-0999-71) & contract number (EJ196-170400)
 - 4.6.2 Building name and address
 - 4.6.3 Period covered by invoice
- 4.7 NOTE: Invoices will be returned unpaid if attestation of maintenance has not been received for the invoiced period.

SW 5 Equipment Inventory

5.1 Bi-Annual refrigerant leak test AND quarterly maintenance inspection

No. of Units	Location Room No.	Make	Model	Serial Number	Details	
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #1	CM0505DEHOO	650702	Condensing is completed by chill water from Cliff St. Plant. Back-up condensing is city water	HoC
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #2	CM0505DEHOO	650703		HoC
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #3	CM0505DEHOO	650701		HoC
1	CBUS Comp. Rm. B136 Low Mezz.	IPAC Airflow AC #4	CM0505DEHOO	650700		HoC
1	CBUS Comp. Rm. B136 Main	IPAC Airflow AC #5	UE76D5EGB2CHD	650284		HoC
1	CBUS Comp. Rm. B136 Main	IPAC Airflow AC #6	UE76D5EGB2CHD	650283		HoC
1	CBUS UPS Rm. B137	IPAC Airflow AC #7	UE76D5EGB2CHD	650282		HoC
1	CB Basement West side	Liebert APC	CM-1-0-C-BC-D	XK0332006724	Chill Water coil. C/W humidifier servicing Rm 113B	HoC
1	CB Basement West side	Liebert APC	MMD40C3PHEBG	0410N88556	Chill Water coil. C/W humidifier & condensate pump servicing Rm 119B	HoC
1	CB Basement West side	Liebert APC	MCD26WDPH3	0410N88694	Split unit, evap. in room 119B	HoC
1	LoP – 00-04 Mech. Rm.	EnviroChill	STC694WC-SC65-5	2049-0404	Chiller Package: dual compressors, 40lbs R22.	PWGSC
3	CB Room 504S	McQuay Heat Pumps	W,CCW,1.042,M,L,Y,R,E,01,YY,A,C,Y,YY,YYY,YY Y,YYY.A	AUBU052802	Refrigerant 410A	HoC
1	CB Room 504S	Drysteem Vapormist Humidifier	VM99-4	1135141-01-01	600 Volts	HoC
1	CB Room 504S	Exhaust Fan	K6	389274		HoC
1	VSF 1	Mitsubishi	PUY A12NHA3	05U0317AC	Split AC 2 lb 4 oz of R410A	RCMP
1	VSF 1	Compac	AVPA24ACAONU100	BA-F123728-0-15	Main AC 82 oz of R410A	RCMP

1	VSF 2	Bard	W24A2-A10	314F133018585-02	Main AC	RCMP
1	VSF 2	Fujitsu	ASU18CL	UC-1	Split AC R410A	RCMP
1	Kiosk 1	Dometic	B59516.711C0	35122317	Roof AC 22 oz of R410A	RCMP
1	Kiosk 2	Dometic	B59516.711C0	35122318	Roof AC 22 oz of R410A	RCMP
1	Kiosk 3	Dometic	B59516.711C0	40423601	Roof AC 22 oz of R410A	RCMP
1	CB – Senate Wine Cellar A/C Unit	REFPLUS TECUMSEH	LSA1300-1 32B32601	D2006050802 0K6A3D3161	Condenser is located in the basement corridor behind the main piping infrastructure. Refrigerant R-22	Senate
1	CBUS - B133 Walk-in cooler	KEEPRITE	KLP209MA- S1B	152201648	The cond. above the unit-Water cooled. Chilled water-heat ex. Refrigerant R-22	HoC
1	CBUS - B134 Walk in freezer	COMPETITOR	CUC153B	98D123	The cond. above the unit. -Water cooled. Chilled water-heat ex. Refrigerant r-22	HoC
1	CB - 641N	EM-HFP	EM-28-1H2C	G008493	Water cooled condenser a/c unit. Serves room 641N. Refrigerant R-22	HoC
1	RCR – B116 1 Wellington	SAMSUNG	AQV18AX	E485PAES20015 5E	Ductless split serves B116 security server room. Air cooled cond. on roof in caged area. Refrigerant r-410A	HoC
1	CB Basement Under Peace Tower	EMI	T2CA9800D00	1-08-J-6738-36	Ductless split unit two "heads" Serves 143 S & Fire panel room Refrigerant R-22	HoC

5.2 Bi-Annual Refrigerant leak test ONLY (NO QUARTERLY MAINTENANCE REQUIRED)

No. of Units	Location Room No.	Make	Model	Serial Number	Details	
1	CB 160S 1ST Floor	Mitsubishi	MXZ-3B24NA	01901430 D	Ductless split unit _ two "heads" Serve 160S-TV Room Condenser in Senate Bench room Refrigerant R410A	PWGSC
1	CB Basement	YORK	DV 40-62	TLC182921	Above catwalk Serve 207 S Refrigerant R-22	PWGSC
1	Garbage Room CBUS rm136 Basement	HEATCRAFT	ECP655BJ	D98C079-8	Evap. in the garbage room. Chilled water cooled condenser in room beside. Refrigerant R-22	PWGSC
1	CB - Senate Freight	BARD single package air conditioner	WE372 A15XX4XXJ	225P041984909-02	Wall mounted package A/C Serve Storage area Refrigerant R-22	PWGSC
1	M. Public washroom	BARD single package air conditioner	W36A2B15 SX4XXJ	310A143087308	Wall mounted package A/C Trailer Public Men washroom Refrigerant R-410A	PWGSC grounds
1	L. Public Washroom	BARD _ single package air conditioner	W36A2B15 SX4XXJ	310H143135548-02	Wall mounted package A/C Trailer Public Lady Washroom, Refrigerant R-410A	PWGSC grounds
1	CB – 3 rd flr. Peace Tower	MAMMOTH	F043V1601	50BA006110	Domestic water cooled condenser. Serves 2nd, 4, 5, & 6th flr. Peace Tower Refrigerant R-22	PWGSC
1	CB - 7th flr. Peace Tower	AMANA	PTH093G 35AXXXAB	1401231561	Air cooled Compact unit. Serves Carillon keyboard room Refrigerant R-410A	PWGSC
1	CB - Peace Tower Above 9 th flr.	MAMMOTH	8F71358	1N052	The air cooled condenser in elevator room-Peace Tower Serve observation desk Refrigerant R-22	PWGSC

1	CB 427S Mech. Rm. Via men's rm. Key#29	MITSUBISHI	PQHY-P250TM-A-C	47789006	Ductless Split unit feeding 6"heads". Chill & Dom. Water cooled condenser. Serve PM area. Refrigerant R-407	PWGSC
1	CB Roof Access via elevator rm. 8	REFPLUS	OCS-250-1H2-8	96030368	Air cooled cond. Serves Kitchen Refrigerant R-22	PWGSC
1	CB – 6xxS Storage space behind Men's washroom 6th floor.	EM-FHP	EM-018-1hzc SRE	J009633	Dom. Water cooled condenser unit. Serve room 509S. Refrigerant R-22	PWGSC
1	EB – Roof Via Penthouse	REFPLUS	CUA-113-0	B37227CU	Air cooled condenser serving Cafeteria Evap. & Cond. located on the roof. Refrigerant R-22	PWGSC
1	EB – 266 Media room	DAIKIN	RZR42PVJU	E000969	Ductless split unit. Serving Media room # 266 Refrigerant R-410A	PWGSC



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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		2. Branch or Directorate / Direction générale ou Direction ppb
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 5 Year Heating, Air conditioning, and Ventilation Service Contract		
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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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 ☐ Yes
Non 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 ☐ Yes
Non 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 type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

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 ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	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 ☐ Yes
Non 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 ☐ Yes
Non 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).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Berndt, Jeff

Maintenance Management Specialist

Telephone No. - N° de téléphone
819-775-7030

Facsimile No. - N° de télécopieur
819-775-4050

E-mail address - Adresse courriel
jeff.berndt@pwgsc.gc.ca

Date
2016/05/18

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Maheux, Marc

SO

Telephone No. - N° de téléphone
613-998-5021

Facsimile No. - N° de télécopieur
613-949-2331

E-mail address - Adresse courriel
marc.maheux@tpsgc-pwgsc.gc.ca

Date

2016-06-08

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☐ Non

☐ Yes
☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

08-JUNE-2016

Jacques Saumur
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