



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Generator Fuel Delivery Sys Upgrade	
Solicitation No. - N° de l'invitation EQ481-180950/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client EQ481-180950	Date 2017-11-30
GETS Reference No. - N° de référence de SEAG PW-\$TOR-015-7404	
File No. - N° de dossier TOR-7-40084 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-19	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abela, Aaron	Buyer Id - Id de l'acheteur tor015
Telephone No. - N° de téléphone (905) 615-2061 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Solicitation Amendment No. 001 is being issued to address the following:

A) Address Questions and Answer related to and brought up as a result of the Mandatory Site Visit, which was held on Thursday, November 23, 2017 at 10am EST.

B) Amend Annex A – Statement of Work

C) Amend Annex B – Basis of Payment

D) Add Annex D – Roof Warranty

A) Mandatory Site Visit Q&A

List of Attendees:

1. AB Project Management and Construction Inc.
2. Canadian Burner and Boiler Systems
3. GAL Power Systems
4. TPL Installations Inc.

Q1: Is there an ID on the day tank?

A1: No ID is on the day tank

Q2: Who delivers the fuel for PHAC?

A2: Fuel supplier is Boucher and Jones

Q3: Is the roof new and under warranty currently?

A3: Yes, the roof is about 1 ½ years old and still under warranty. Any roof work will have to be completed by the roofing company to ensure the warranty remains valid. Attached to this solicitation amendment is a copy of the roofing warranty and contact personnel at the roofing company.

Q4: Where can a crane be comfortably used/located on site?

A4: The crane can be located in the shipping/receiving dock.

Q5: Do you have a monitoring system connected to the Diesel Fuel Generator System?

A5: Yes, there is a monitoring system linked through building automation – Johnson Controls.

Q6: Will the transformer mount be moved out of the way by PHAC prior to work being completed.

A6: Yes, it will be reduced in size or removed all together so it is not in the way.

Q7: Are any engineering drawings needed?

A7: No drawing are required to be submitted.

Q8: Is the system/site monitored by a Building Automation System? Do we have to touch the BAS or can we leave it alone?

A8: No. The Contractor is to supply dry contact only. To be connected by others.

Q9: Do we need to set up back up power since it is a pathogen lab?

A9: PHAC will risk manage the power issue internally. No need for a back-up generator.

Q10: What is the timeline to award the contract and have all deliverables completed by?

A10: As per the delivery date stipulated in the RFP, all work is to be completed on or before March 31, 2018. It is estimated that contract award will occur sometime in the first half of January 2018.

B) Amend Annex "A" – Statement of Work, Section 5 – Installation and Acceptance Criteria

Insert:

(b) The Contractor must obtain and provide to PHAC a current and valid copy of TSSA Fuel Distributor Inspection Report (FODIR) upon completion of the work prior to PHAC final inspection an acceptance of the work completed.

(c) The Contractor must obtain and provide to PHAC a current and valid copy of the required TSSA inspection report upon completion of work.

C) Amend Annex "B" – Basis of Payment

Delete in it's entirety;

Insert:

ANNEX "B"

BASIS OF PAYMENT

All inclusive, firm lot prices in Canadian dollars, supply, delivery, installation and transportation included, FOB destination indicated and includes all delivery charges. Canadian Customs duties and excise taxes extra. GST/HST extra if applicable and shall be shown as a separate item on invoices.

1.1 Generator Fuel Delivery System Upgrade

Item No.	Description	Qty.	Firm Lot Price
1	For the complete supply, delivery and installation upgrade of the currently owned and operated Generator Fuel Delivery System for the Public Health Agency of Canada laboratory in Guelph, Ontario, in accordance with the specifications detailed at Annex A – Statement of Work.	1 Lot	\$ _____ CAD
2	Current and valid copy of TSSA Fuel Distributor Inspection Report (FODIR) upon completion of the work prior to PHAC final inspection an acceptance of the work completed, as detailed in Annex A – Statement of Work.	1 Lot	\$ _____ CAD
			Total Evaluated Price \$ _____ CAD (applicable taxes extra)

Solicitation No. - N° de l'invitation
EQ481-180950/A
Client Ref. No. - N° de réf. du client
EQ481-180950

Amd. No. - N° de la modif.
001
File No. - N° du dossier
TOR-7-40084

Buyer ID - Id de l'acheteur
tor015
CCC No./N° CCC - FMS No./N° VME

D) Add Annex D – Roof Warranty

See attached.

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



1783 Mattawa Avenue, Unit C, Mississauga ON L4X 1K5
t: 905.270.2507
f: 905.270.8957
e: rooftops@sympatico.ca

№ 10048

Two Year Labour Warranty

Description of Warranty: Rooftops & Sheetmetal Corp warrants that all material has been installed according to manufactures instruction. In the event of a leak, Rooftops & Sheetmetal Corp will only provide labour to fix the leak. Cost of material is the responsibility of the manufacturer or the building owner.

Period of Warranty: May 30th 2016 to May 29th 2018

Terms and Conditions: Owners to inform Rooftops & Sheetmetal Corp. as soon as possible in the event a leak occurs.

Rooftops & Sheetmetal Corp. is not responsible for damages from:

1. Work done by others
2. Severe or Unusual Weather
3. Vandalism

This labour warranty shall be null and void if any alterations, additions, or repairs are made without first contacting Rooftops & Sheetmetal Corp.

This warranty shall be null and void if any payment was not paid off.

Property: Health Canada – Animal Pathology Lab, 110 Stone Road West
Public Works and Government

Description of work: Roof Replacement

Purchase Order: R.074570.001

Material Warranty Provided By: IKO Industries Ltd.
40 Hansen Road South
Brampton ON L6W 3H4
Phone: 905-457-5321 Fax: 905-457-3196

Authorized Signature

Jose Alves
Director
Rooftops & Sheetmetal Corp.

№ 10048



COMMERCIAL AND INDUSTRIAL ROOFING LIMITED MATERIAL WARRANTY

PERSONAL INFORMATION:

Contractor Company: Rooftops & Sheetmetal Corp. Ph. # 905-270-2507
Address: 1783 Mattawa Ave., Unit C, Mississauga ON L4X 1K5 Fax # 905-270-8957
Building Owner's Name: Public Works and Government Ph. # 416-512-5678
Address: 4900 Yonge Street, 11th Floor, Toronto, Ontario, M2N 6A6 Fax # 416-512-5944
Name of Building: Animal Pathology Lab
Installation Address: 110 Stone Road West
Surface Area Covered: 10,110 ft²
Roofing Membrane: Torchflex 180-FF Base sheet, Torchflex 250-CAP sheet
Flashing Membrane: Torchflex 180-FF Base sheet, Torchflex 250-CAP sheet

WARRANTY PERIOD FOR TYPE OF CAP SHEET MEMBRANE INSTALLED:

ARMOURPLAST®

- ☐ CLASSIC* 10 YEARS
☐ GRANULAR 12 YEARS

MODIFLEX

- ☐ MP-180-CAP 10 YEARS
☐ MP-250-CAP 12 YEARS

TORCHFLEX

- ☐ TP-180-CAP 10 YEARS
☒ TP-250-CAP 12 YEARS

☐ IKO NO. 15 PERFORATED FELT BUILT-UP ROOF 10 YEARS

☐ IKOGLASS BUILT-UP ROOF (TYPE IV OR TYPE 6) 10 YEARS

* Coating required for Limited Warranty coverage.

CONTRACTOR

May 30th 2016

INSTALLATION DATE

METHOD OF CALCULATION FOR IKO'S LIABILITY

Membranes with a 10-year
Limited Material Warranty period:

IKO Protection Period = 3 years
Cost reduction factor for first 72 months = $n/100$
Cost reduction factor for balance of warranty term = $n/172$

Membranes with a 12-year
Limited Material Warranty period:

IKO Protection Period = 3 years
Cost reduction factor for first 84 months = $n/120$
Cost reduction factor for balance of warranty term = $n/206$

SAMPLE CALCULATION

A manufacturing defect resulting in leaks is found in a Membrane constructed of Modiflex MF-95-SS base sheet and an MP-250-Cap sheet (a 12-year Limited Material Warranty Membrane) in October, 2008. The Membrane was installed in January, 2000. A total of 105 months have elapsed since installation. IKO's maximum material cost share would be reduced by $(84/120=0.70) + (21/206=0.10) = 0.80$, or 80%. Therefore, IKO's maximum liability would be 20% towards the replacement membrane material cost.



COMMERCIAL AND INDUSTRIAL ROOFING LIMITED MATERIAL WARRANTY

The terms and requirements of this Limited Material Warranty ("Warranty") apply to IKO Industries Limited ("IKO"), the Roofing Contractor ("the Roofing Contractor"), and the Building Owner ("the Owner").

IKO hereby warrants to the Owner of a building on which IKO products have been installed as a roof Membrane (hereinafter referred to as "the Membrane") that the Membrane will remain free of any manufacturing defect resulting in water leakage during the applicable warranty period, subject to the conditions and limitations listed below. This Warranty is applicable only to Membranes installed in Canada, or Membranes purchased from an approved IKO exporter. This limited warranty applies to product installed in accordance with IKO published specifications and application recommendations in effect at the time of roof application.

LIMITATION OF LIABILITY

During the first three years of the Warranty period, IKO shall pay the reasonable costs for the material required to replace the defective Membrane (exclusive of costs of metal flashings, metal work, ballast, or other materials supplied or manufactured by others) less any costs previously incurred by IKO for the replacement of the Membrane. After the first three years of the Warranty period, IKO's maximum liability is calculated as the original cost of the defective Membrane multiplied by the unexpired fraction of the Warranty period (See reverse for details and an example calculation.)

MODIFICATION OF WARRANTY

1. THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF IKO OF ANY NATURE WHATSOEVER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF. IKO WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE MEMBRANE OR THE ROOF DESIGN, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON, OTHER THAN THE PRESIDENT OF IKO. IKO DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY.

2. The provisions of this Warranty are in addition to and not a derogation from the statutory warranties, rights and remedies, if any, contained in any applicable consumer protection legislation.

NON-TRANSFERABILITY

This Warranty applies to the original Owner and is not transferable in any manner whatsoever.

OWNER RESPONSIBILITIES

1. To obtain performance under this Warranty, the Owner shall notify IKO in writing by certified mail within 30 days following the discovery of the warranted defect. Notification of claim shall be accompanied by a cheque payable to IKO Industries in the amount of Two Hundred dollars (\$200.00) to cover the cost of inspection. This amount will be refunded to the Building Owner in the event that IKO confirms that the leaks resulted directly due to manufacturing defects in the roofing system materials supplied by IKO. The owner shall provide free access to the area of the suspect IKO product for agents or employees of IKO to inspect the area, and to make whatever investigations or examinations they may consider appropriate. The Owner must provide proofs of purchase to substantiate the original date of the IKO Membrane installation. No action for breach of this Warranty shall be brought later than one (1) year after any cause of action has accrued.
2. The Owner must exercise reasonable care in maintaining the Membrane.
3. The Owner must prove that water leakage has resulted solely from the defectively manufactured Membrane and from no other cause.

CONDITIONS AND EXCLUSIONS

1. IKO will have no obligation under this Warranty until such time as IKO, the Roofing Contractor and Material Suppliers have been fully paid for all installation services, supplies and materials.
2. IKO's liability shall apply only to water leakage resulting solely from the defectively manufactured Membrane and from no other cause. Without limiting the generality of the foregoing, IKO shall have no liability for any damage resulting from:
 - a) workmanship or failure by the Roofing Contractor to install any or all of the Membranes in strict accordance with IKO specifications and application instructions in effect at time of installation, and approved building practices, or
 - b) structural defects, settlement, distortion, cracking, or failure of substrate or the roofing base over which the Membrane is applied, or inadequate performance of products not manufactured or sold by IKO, or (NOTE: Membranes must not be torched to combustible substrates)
 - c) any damage if the roof is altered after initial installation of the roofing system, whether any such alteration is by structural additions, changes, or replacement or equipment installations (including without limitations, aerials, signs, water towers, fan housings, air conditioning equipment, television antennas and skylights) except where a written request has been sent to IKO in advance of such alterations, and such alterations are performed by an approved contractor, and IKO provides written permission for such alterations, or
 - d) unusual traffic, or from use as a storage area or recreational surface or for any other purpose for which it was not designed, or
 - e) any change in the use of the building or a change in the technology associated with the processes carried on within the building from those for which it was originally designed, or
 - f) standing water; drainage must meet Canadian Roofing Contractors Association (CRCA) or National Roofing Contractors Association (NRCA) minimum recommendations, or
 - g) infiltration or condensation of moisture in, through or around walls, coping, building structure or underlayment or surrounding material, or
 - h) failure of the owner to exercise reasonable care in maintaining the Membrane, such as a maintenance program recommended by either the CRCA or NRCA, or
 - i) any damage caused by lightning, gale, hurricane, tornado, tempest, hailstorm, ice storm, earthquake, flood, fire, explosion, impact of foreign objects or from abuse or mistreatment of the Membrane, civil insurrection, war, riot, vandalism, or
 - j) chemical attack from any chemical materials including but not limited to greases, solvents, oils, or other chemicals.
 - k) On roof assemblies, including but not limited to inverted roof assemblies, costs for removal of equipment and all overburden are also excluded.
3. In furtherance of and not in limitation of the foregoing, IKO will have no liability under this warranty for: (a) any variation in color or shading of the Membrane; (b) any damage to the interior or exterior of any building or any property contained therein; (c) any costs incurred for repair or replacement not authorized in writing by IKO; (d) any damage caused by any cause other than a manufacturing defect; (e) any costs related to disposal; or (f) any costs related to the removal of any asbestos present in the roof to which the Membrane is installed.
4. In all cases, the replacement Membrane is warranted only for the remainder of the original Membrane Warranty.
5. IKO reserves the right to discontinue or modify any of its products, without notice to the Owner and shall not be liable to the Owner as a result of this modification or discontinuance. IKO will have no liability in the event that replacement material may vary in color in comparison to the original product as a result of product changes or normal weathering.
6. THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.
7. The unenforceability of any provision stated herein will not effect the enforceability of any other provision which will remain in full effect.

EASTERN CANADA:
71 ORENDA ROAD, BRAMPTON, ONTARIO L6W 1V8

WESTERN CANADA:
1600-42nd Ave. S.E., CALGARY, ALBERTA T2G 5B5

05-CDALimMat01-06-MM3L182-Blue