
REQUEST FOR STANDING OFFER

FOR

CHILLER MAINTENANCE SERVICES

Agriculture and Agri-Food Canada, Lethbridge Research Centre
Lethbridge, Alberta

Tender Notice # 01R11-15-S032

Contracting Authority:
Agriculture and Agri-Food Canada (AAFC)

CHILLER MAINTENANCE SERVICES - Lethbridge Research Centre, Lethbridge, AB

1. INTRODUCTION & SCOPE

The Department of Agriculture and Agri-Food Canada (AAFC), Lethbridge Research Centre at 5403 - 1 Avenue South, Lethbridge, Alberta, has a requirement for a company provide labour, parts and material, tools and equipment, transportation and supervision for Refrigeration Services and/or decommissioning work on chillers and cooling towers on an "**as and when required**" basis.

2. REQUESTS FOR EXPLANATIONS

Direct requests for explanations to:

Melissa Smith, Procurement Officer
Agriculture and Agri-Food Canada
300 - 2010 12th Avenue
Regina, Saskatchewan S4P 0M3

Phone: 306-523-6545, Facsimile: 306-780-5018

E-mail: Melissa.Smith@agr.gc.ca

Any request for explanations regarding this Request for Standing Offer (RFSO) must be submitted in writing to the above on or before 12:00 noon, local Regina Time, April 21, 2015. Oral explanations or instructions given will not be binding. Any enquiries received after this time WILL NOT be answered.

3. MODIFICATIONS

Canada reserves the right to revise or amend this Request for Standing Offer prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

4. SUBMISSION DEADLINE

Submissions will be received up to **2:00 P.M., LOCAL REGINA TIME, TUESDAY, MAY 5, 2015** addressed to and labeled as follows:

**MELISSA SMITH
WESTERN SERVICE CENTRE
AGRICULTURE AND AGRI-FOOD CANADA
300 – 2010 12TH AVENUE
REGINA, SASKATCHEWAN S4P 0M3**

RFSO #01R11-15-S032 - CHILLER MAINTENANCE SERVICES, LETHBRIDGE, AB

Late submissions will not be considered and will be returned unopened. It is the responsibility of any company or individual submitting a bid to ensure submissions are received by the submission deadline.

5. ELECTRONIC SUBMISSIONS

Telegraphic, facsimile, computer disc or electronic mail submissions will not be considered.

6. PAYMENT FOR SUBMISSIONS

No payment will be made for a submission in response to this Request for Standing Offer.

7. TAXES

The Goods and Services Tax (GST) and Provincial Sales Tax (PST) are not to be considered an applicable tax for the purposes of this Request for Standing Offer.

8. REJECTION OF REQUEST FOR STANDING OFFER SUBMISSIONS

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

9. REFERENCE DOCUMENTS

The following Sections are enclosed:

- A - General Conditions & Supplemental Conditions
- B - General Requirements
- C - Mandatory Requirements
- D - Proposal Format
- E - Proposal Evaluation Method

- ANNEX A Certification Requirements
- ANNEX B Bid Document

10. AWARD DATE

Canada intends to complete the rating of submissions received and award a Standing Offer by June 1, 2015.

11. OPTIONAL SITE VISIT

Bidders are recommended to inspect the site where the services are to be rendered in order to familiarize themselves with the characteristics and constraints. Bidders will be held responsible for examining the site and for finding out about all of the conditions that may affect the nature or provisions of the services. Ignorance of the local conditions at no time will constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

Any relevant questions and the answers, asked during a Site Visit will be posted and answered via GETS (Government Electronic Tendering System).

If requesting a site visit, please contact the following individual **before April 14, 2015**:

Donavan Casson, Facility Manager
Phone: (403) 317-2233; email: donavan.casson@agr.gc.ca

1. INTERPRETATION

1. “**Call-up**” means the action of calling up against the Standing Offer as confirmed by a Call-up Against a Standing Offer form, duly signed and issued by the Contracting Authority and accepted by the Offeror.
2. “**Canada**” or “**Her Majesty**” means Her Majesty the Queen in the right of Canada as represented by the Minister
3. “**Contracting Authority**” means the person designated as such in the Standing Offer to act as the representative of Canada. The Contracting Authority is responsible for the establishment, management and administration of the Standing Offer and any contractual issues relating to individual Call-ups against the Standing Offer
4. “**Departmental Representative**” means any person authorized by the Minister for the purpose of the Standing Offer. Any proposed changes to the scope of the Work are to be discussed with the Departmental Representative, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Contracting Authority.
5. “**Minister**” means the Minister of the Department of Agriculture & Agri-Food & Canada (AAFC) and includes a person acting for the Minister, the Minister’s successor in office, their lawful deputy and their civil servants and representatives appointed for the purpose of the Standing Offer.
6. “**Offeror**” means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;
7. “**Person**” includes, unless there is an express stipulation in the Standing Offer to the contrary, any individual, partnership, proprietorship firm, joint venture, consortium or corporation.
8. “**Work**” means the Work as described in each Call-up made against this Standing Offer and in the attached Statement of Work.

2. CALL-UP METHOD(S)

1. Call-ups against this Standing Offer shall be made using PWGSC Form # 942, **Call-up Against A Standing Offer**.

3. STANDING OFFER PERIOD

1. The Initial Term of the Standing Offer will be for a One (1) year period from “**(Date to be inserted upon award)**” to “**(Date to be inserted upon award)**”.

2. Option to Extend Standing Offer

The Offeror grants to Canada the irrevocable options to extend the period of the Standing Offer by **Two (2) additional one (1) year periods** under the same terms and conditions.

The Offeror agrees that during the extended period of the Standing Offer, the rates and prices will be in accordance with the provisions of the Standing Offer.

Canada is not obliged to exercise any option period(s).

Canada may exercise this option by sending a written amendment to the Offeror at least 30 calendar days prior to the Standing Offer Expiry Date.

4. AMENDMENTS

1. Any changes to the Standing Offer must be authorized, in writing, by the Contracting Authority. The Offeror is not to perform work in excess of or outside the scope of this Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

5. ASSIGNMENT AND SUBCONTRACTING

1. The Standing Offer may not be assigned by the Offeror, either in whole or in part, without the prior written consent of the Contracting Authority. Neither the whole nor any part of the Work may be subcontracted by the Offeror without the prior written consent of the Contracting Authority. All the terms and conditions of this Standing Offer that are of general application shall be incorporated into every other Standing Offer, excluding those Standing Offers issued solely for the supply of plant or material, issued as a consequence of this Standing Offer.
2. Any purported assignment or subcontracting without the prior written consent of the Contracting Authority shall be null and void, and shall constitute sufficient cause for the immediate termination of this Standing Offer at the discretion of the Contracting Authority.

6. TIME OF ESSENCE

1. Time is of the essence in this Standing Offer and in any contract created as a result of a Call-up pursuant to the Standing Offer.

7. APPLICABLE LAWS

1. Any Call-ups against this Standing Offer shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Alberta.

8. INDEMNIFICATION

1. The Offeror shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, costs, damages, suits, proceeding and actions arising out of, or related to, the Offeror's willful or negligent acts in executing the Work, including the Offeror's wrongful omissions, improper acts or unauthorized delays in executing the Work.

9. PROPERTY OF HER MAJESTY

1. The Offeror shall be liable to Her Majesty for any loss or damage to any property of Her Majesty arising out of the wrongful or negligent performance or non-performance of the Work, whether or not such loss or damage arises from causes beyond the Offeror's control.

10. COOPERATION AND MAKING GOOD

1. The Offeror shall co-operate fully with other contractors or employees of the Crown sent on to the site of the Work by the Departmental Representative.
2. The Offeror shall perform the Work with minimum disturbance to Crown's personnel and the public to the extent feasible.
3. The Offeror shall obtain the approval of the Departmental Representative for adjustment to the prescribed work hours during which the Offeror proposes to perform the Work and for the prescribed Work schedule.
4. The Offeror shall repair and make good all parts of AAFC owned property damaged by the Offeror, its personnel, equipment and / or any subcontractors.
5. All Work shall be performed to the standard that may be required by any applicable code, and in any event, at least to prescribed contract specifications. If neither is applicable, then the Work shall be equal in kind, quality, and finish to that of the existing AAFC property or standards.
6. Where the Work affects occupied portions of a building, the Offeror shall ensure continuity of building services and necessary access for personnel and vehicles to the extent feasible.

11. ACCESS TO THE SITE OF THE WORK

1. The Departmental Representative or any officer authorized by the Departmental Representative shall have access to the site of the Work at all times.

12. REMOVAL OF DEBRIS

1. The Offeror shall remove from the work site as defined in the Statement of Work, from time to time and as directed by the Departmental Representative all building rubbish or debris resulting from the Work.

13. SUSPENSION OF THE WORK

1. The Departmental Representative may suspend the Work associated with a particular Call-up due to events such as National or local emergency(s), Environmental damage concerns or for breach of contract on the part of the Offeror until deficiencies are remedied. In which event the Offeror shall arrange for protection of the Work as directed by the Departmental Representative.
2. The Offeror will be reimbursed for reasonable and proper expenses incurred in protecting the Work.

14. RECTIFICATION OF DEFECTS

1. The Offeror shall, upon written notice from the Departmental Representative, rectify at the Offeror's own expense, any defects that appear in the Work within 12 months of the completion of the Work.

15. SIGNS AND ADVERTISING

1. The Offeror shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, and shall take all necessary precautions for the protection of the work and the safety of the public.
2. The Offeror shall not erect or permit the erection of any sign or advertising at the site of the Work without the Minister's prior written consent.

16. MEMBERS OF THE HOUSE OF COMMONS

1. No member of the House of Commons shall be admitted to any share or part of the Standing Offer or any benefit arising therefrom.

17. TERMINATION

1. **Due to Default**
In the event of the Offeror abandoning the Work, failing to perform its obligations under this Standing Offer or failing to make progress on the Work such as to endanger, in the Minister's opinion, the satisfactory completion or performance of the Work, Canada may, by written notice to the Offeror, terminate the Standing Offer with the Offeror, effective upon the date of delivery or any other date set out in the notice of termination. The exercise of the right of termination shall not prejudice any other right or lawful remedy available to Canada against the Offeror.
2. **Without Cause**
Canada shall also have the right to terminate this Standing Offer at any time without cause, by giving 30 days written notice of its intention to do so to the Offeror.

In the event of such termination, Canada shall be obliged to pay only for those goods and / or services provided under this Standing Offer up to the date of the termination.

18. PAYMENT

1. The Offeror shall submit a separate invoice for each Call-up to the Departmental Representative and in accordance with any invoicing instructions set out therein. Each invoice shall show:
 1. an amount for the value of the Work performed satisfactorily excluding the GST,
 2. an amount for the GST applicable thereto, and
 3. the combined total amount..
2. Subject to verification by the Departmental Representative, payment of an invoice submitted by the Offeror for Work completed to the satisfaction of the Departmental Representative shall be made not later than 30 days after receipt thereof. If additional information is requested by the Departmental Representative within 15 days of receipt of the invoice for the purpose of verification, the 30-day payment period shall commence upon receipt of the requested information.

19. INTEREST ON OVERDUE ACCOUNTS

1. Subject to subsection 20.2 of this document, if Her Majesty delays in making a payment that is due in accordance with section 19 of this document, the Offeror shall be entitled to receive interest on the amount that is overdue from the date on which the amount is overdue to the day previous to the date on the cheque given for payment of the overdue amount. Simple interest shall be paid at the Average Bank Rate plus 3 % per year on any amount which is overdue. This interest shall be paid automatically except that in respect of amounts which are less than 15 days overdue no interest shall be paid in respect of payment made within such 15 days unless the Offeror so demands after such amounts have become due.
2. The Average Bank Rate means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made. The Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes advances to members of the Canadian Payment Association.

20. SECURITY CLEARANCE

1. The Offeror shall, when requested by the Departmental Representative, provide and cause all persons employed on the Work to provide personal information for Federal Government security clearance purposes. The security clearance procedure may include fingerprinting.
2. The Offeror shall also provide to the Contracting Authority on a quarterly basis and whenever requested, one (1) updated and accurate list of its employees requiring access to the site of the Work. Such lists shall be in the form stipulated by the Contracting Authority. In the event the Offeror fails to comply with this subsection the Contracting Authority shall have the right to terminate the current Call-up.
3. Canada shall have the right to have any of the Offeror's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect of such employees. The Departmental Representative may notify the Offeror of any employee required to be removed for this reason.

4. Her Majesty shall not be responsible for any cost to the Offeror of any kind or nature, which may arise from the exercise of the right of the Canada set forth in this section.

21. INSPECTION AND ACCEPTANCE

1. The Offeror shall perform the Work in a diligent, satisfactory and workman like manner. All Work performed pursuant to a Call-up against this Standing Offer shall be subject to inspection and acceptance by the Minister.

22. CANADIAN FUNDS

1. All amounts of money specified in this Offer and in Call-ups against this Offer are in Canadian funds.

23. CONFLICT OF INTEREST

1. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Standing Offer.

24. OFFEROR' STATUS

1. The Offeror is engaged under the Standing Offer as an independent Contractor. Neither the Offeror nor any of the Offeror's employees is engaged pursuant the Standing Offer as an employee, servant or agent of Her Majesty. The Offeror shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plan, Un-employment Insurance, Worker's Compensation, Income tax and Goods & Services Tax.

25. CERTIFICATION OF NO CONTINGENCY FEES

1. For the purpose of this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Standing Offer or negotiating the whole or any part of its terms.

"employee" means a person with whom the Offeror has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c 44 (4thSupplement) as the same may be amended from time to time.

2. The Offeror certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or

obtaining of this Standing Offer to any person other than an employee of the Offeror acting in the normal course of the employees duties.

3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Standing Offer shall be subject to the accounts and Audit provisions of this Standing Offer.
4. If the Offeror certifies falsely under this section or is in default of the obligations contained herein, the Minister may either take the Work out of the Offeror's hands in accordance with the provisions of this Standing Offer or recover from the Offeror by way of reduction to and set-off against the Call-up price, or otherwise, the full amount of the contingency fee.

26. TAKING THE WORK OUT OF THE OFFEROR'S HANDS

1. In any of the following cases, namely,
 1. where the Offeror has defaulted or delayed in commencing or in executing the Work or any portion thereof to the satisfaction of the Minister and the Minister has given written notice thereof to the Offeror and has by such notice required the Offeror to put an end to such default or delay, and such default or delay continues after such notice was communicated;
 2. where the Offeror has defaulted or is reasonable expected to default in the completion of the Work, such completion required by the Standing Offer;
 3. where the Offeror has become insolvent or has committed an act of bankruptcy;
 4. where the Offeror has abandoned the Work; or any portion thereof;
 5. where the Offeror has purported to make an assignment of the Standing Offer without the required consent of the Minister; or
 6. where the Offeror has otherwise failed to observe or perform any of the provisions of the Standing Offer; then the Minister may, subject to any restrictions set out in the Bankruptcy & Insolvency Act, and without any further authorization, take all or any portion of the Work out of the Offeror's hands and may employ such lawful means as he may see fit to complete the Work.
2. Where the Work or any portion there-of is taken out of the Offeror's hands under subsection 27.1:
 1. the obligations of Her Majesty to make payments to the Offeror shall cease and no further payments shall be made to the Offeror unless the Minister shall certify that no financial prejudice will result to Her Majesty from such further payments;
 2. the Offeror shall not be relieved of any legal or contractual obligations other than the physical execution of that portion of the Work so taken out of the Offeror's hands; and
 3. the amount of all loss and damage suffered by Her Majesty by reason of the non-completion of such Work shall be payable by the Offeror to Her Majesty, or may be claimed against or set-off against any amounts otherwise payable to the Offeror .

27. NOTIFICATION OF WITHDRAWAL / REVISION

1. In the event the Offeror wishes to withdraw the Standing Offer after a Call-up against a Standing Offer has been issued, the Offeror shall provide no less than 30 days' written notice to the Contracting Authority, unless otherwise indicated in the Standing Offer Call-up. Such withdrawal of the Standing Offer shall not be effective until receipt of such notification by the Minister and the expiry of such notice period. The Offeror hereby agrees to fulfil any and all Call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended or the limitation of expenditure is increased, the Contracting Authority will issue a revision to the Standing Offer.

SUPPLEMENTAL CONDITIONS

1. SITE REGULATIONS

1. The Offeror undertakes and agrees to comply with all applicable standing orders or other regulations in, force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

2. SAFETY REGULATIONS AND LABOUR CODES

1. The Offeror must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

3. WORKERS' COMPENSATION

1. It is mandatory that all persons performing the Work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

4. T1204 - INVOICING INSTRUCTIONS

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services must be reported on a T1204, Government Service Contract Payment slip.

5. FINANCIAL LIMITATION

1. The maximum amount payable by Her Majesty under this Offer, including Option Period(s), shall not exceed the amount of **\$152,857.00** (GST extra).
2. Individual Call-ups against this Standing Offer must not exceed **\$40,000.00** (GST extra).
3. The Offeror shall notify the Contracting Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months prior to the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror shall promptly notify the Contracting Authority.

6. LICENSING

1. The Offeror must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Offeror shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror shall provide a copy of any such permit, licence, or certificate to Canada.

7. INTERNATIONAL SANCTIONS

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

2. It is a condition of this Standing Offer and of any ensuing Call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any Call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a Call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

8. GOODS AND SERVICES TAX / HARMONIZED SALES TAX

1. Prices and amounts of money in the Standing Offer are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada. The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

GENERAL REQUIREMENTS

APPENDIX B

1.0 OBJECTIVE:

The Department of Agriculture and Agri-Food Canada (AAFC), Lethbridge Research Centre at 5403 - 1 Avenue South, Lethbridge, Alberta has a requirement for a company to provide labour, parts and material, tools and equipment, transportation and supervision for Refrigeration Services and/or decommissioning work on chillers and cooling towers on an "**as and when required**" basis.

The Contractor must be available **24 hours a day, 7 days a week** via phone or cell number to **be on site** for any **emergency services (such as a total chiller system shutdown) within 1 hour**. All other maintenance service requests will be coordinated with the Facility Manager.

2.0 BACKGROUND:

The Lethbridge Research Centre (LRC) is one of many AAFC Research Centre's across the country. The LRC consists of a number of multipurpose buildings which facilitate a number of research programs for AAFC. The Research Centre operates on a five day basis, Monday to Friday from 08:00 to 16:30 hours, although some experiments are conducted around the clock over extended periods of time.

3.0 EQUIPMENT TYPES:

The Centre's chillers and cooling towers consist of:

- two 100 ton York Reciprocating Water-Cooled Chillers;
- one 350 ton York Centrifugal Chiller;
- one 400 ton Trane Centrifugal Chiller;
- one 30 ton McQuay Air-cooled Chiller;
- one Marley 3 Cell Cooling Tower;
- and one Baltimore Aircoil Cooling Tower.

4.0 SERVICES REQUIRED:

The type of services required includes (but is not limited to):

- Annual Winter Preventative Maintenance;
- Spring Start Up;
- Service as required for troubleshooting and repairs;
- Decommissioning and or/installation of new equipment;
- Emergency services (such as a total chiller system shutdown);

Services to be provided during the following:

Regular hours: Monday to Friday (08:00 a.m. to 16:30 p.m.)

Overtime hours: Monday to Friday (16:31 p.m. to 07:59 a.m.) including weekends and stat holidays

This is a non-smoking, scent free facility.

5.0 DESCRIPTION OF SERVICES:

CENTRIFUGAL CHILLERS

- (1) ANNUAL WINTER PREVENTATIVE MAINTENANCE, which includes the following:
- A. Checking the Compressor - Motor Assembly for the following items and performing Preventative Maintenance tasks as indicated:
 - Recording voltages;
 - Meging and recording motor winding resistance;
 - Lubricating open motor;
 - Checking the alignment on open motor drive units;
 - Checking the coupling;
 - Checking the seals;
 - Checking the inlet vane operation and linkages; lubricating where required.

 - B. Checking the Compressor Oil System for the following items:
 - Changing oil, oil filter and dryer;
 - Conducting analysis on oil and oil filter by independent laboratory;
 - Checking oil pump, seal and motor;
 - Cleaning dirt leg;
 - Checking heater and thermostat;
 - Checking all other oil system components including cooler, strainer and solenoid valve where applicable.

 - C. Checking Motor Starter and performing the following tasks:
 - Running diagnostic check;
 - Cleaning and inspecting heat exchanger;
 - Checking starter coolant pump and motor;
 - Meging motor;
 - Checking all terminals and tightening connections;
 - Checking overloads, dash pot oil and calibrating;
 - Cleaning or replacing air filter where required;
 - Dry running starter (or before start-up); checking status lights.

 - D. Review the Control Panel for the following items:
 - Run diagnostic check of control panel;
 - Check safety shutdown operation;
 - Checking all terminals and tightening connections;
 - Checking display data accuracy and set points.

 - E. Reviewing the Purge Unit for the following items:
 - Inspecting the operation of the unit;
 - Changing filter dryer;
 - Checking all other components for proper condition and operation; recording pressure control set point.

- F. Checking the Condenser for the following items:
- Checking the water flow;
 - Checking flow switch operation;
 - Removing condenser head and inspecting end sheets;
 - Mechanically brush cleaning condenser water tubes.
- G. Checking the Evaporator for the following items:
- Checking the water flow;
 - Checking the flow switch operation;
 - Checking refrigerant level.
- H. Checking the Chiller System for the following items:
- Conducting a leak check and identify leak sources;
 - Recording condition of sight glasses;
 - Checking the refrigerant cycle to verify the proper operating balance;
 - Checking condenser water and chilled water heat transfer.
- I. General Items include:
- Repair insulation removed for inspection and maintenance procedures;
 - Cleaning equipment and surrounding area upon completion of work;
 - Consulting with the operator;
 - Reporting deficiencies and repairs required.
- J. Leak Test:
- Complete system leak test on the entire chiller. Any leaks detected will require an immediate electrical lock-out of the chiller with an immediate recovery of existing freon to a complete recovery within six days of detecting the leak.
- (2) SPRING START UP, includes the following:
- Complete system leak test on the entire chiller. Any leaks detected will require an immediate electrical lock-out of the chiller with an immediate recovery of existing freon to a complete recovery within six days of detecting the leak;
 - Checking refrigerant and oil levels;
 - Checking oil sump and purge oil heaters and temperatures;
 - Checking and testing all operating and safety controls;
 - Checking the starter operation;
 - Starting the chiller and calibrating the controls;
 - Checking the purge unit operation;
 - Logging operating conditions after the system and chiller are stabilized;
 - Reviewing operating procedures and log book with the operator;
 - Checking auxiliary equipment operation.
- (3) SERVICES AS REQUIRED, such as:
- Service work as determined by Departmental Representative;
 - Decommissioning and or/installation of new equipment;
 - Emergency services (such as a total chiller system shutdown).

RECIPROCATING CHILLERS

- (1) **ANNUAL WINTER PREVENTATIVE MAINTENANCE**, which includes the following:
 - Complete system leak test on the entire chiller. Any leaks detected will require an immediate electrical lock-out of the chiller with an immediate recovery of existing freon to a complete recovery within six days of detecting the leak;
 - Meging and recording motor winding resistance;
 - Checking oil levels in compressor, conducting oil acidity tests, and adding oil as needed;
 - Changing the filter-dryer;
 - Checking crankcase heaters for proper operation;
 - Tightening the power wiring on contactors and in the motor terminal box;
 - Cleaning all relays, operating controls, and safeties;
 - Checking and calibrating all controls, safeties, unloaders, and external interlocks;
 - Checking the suction and discharge compressor valves.

- (2) **SPRING START-UP**, includes the following:
 - Complete system leak test on the entire chiller. Any leaks detected will require an immediate electrical lock-out of the chiller with an immediate recovery of existing freon to a complete recovery within six days of detecting the leak;
 - Checking auxiliary equipment operation;
 - Checking refrigerant levels;
 - Changing the oil;
 - Checking the crankcase heater, oil temperature, and lube system;
 - Checking and testing all operating and safety controls;
 - Checking for proper voltage and starter operation;
 - Starting the chiller and condenser water pumps where applicable;
 - Starting the unit and calibrating controls and transducers;
 - Checking the proper settings for sub cooling and super heat;
 - Logging operating conditions after the unit stabilizes;
 - Reviewing operating procedures with the operator.

- (3) **SERVICE AS REQUIRED**, such as:
 - Service work as determined by Departmental Representative;
 - Decommissioning and or/installation of new equipment;
 - Emergency services (such as a total chiller system shutdown).

AIR-COOLED CHILLER & COOLING TOWERS

- (1) **SERVICE AS REQUIRED**, such as:
 - Service work as determined by Departmental Representative;
 - Decommissioning and or/installation of new equipment;
 - Emergency services (such as a total chiller system shutdown).

6.0 CODES AND LEGISLATED REQUIREMENTS:

The following codes and standards are in effect at the time of award and are subject to change/revision. The latest edition of each shall be enforced during the term of the Standing Offer.

Contractor is to maintain records as required by the code of practice. All records are to remain on site and be available to AAFC at all times.

In the event of a conflict between any of the following codes or standards, the most stringent shall apply.

- i. Treasury Board of Canada
- ii. All applicable Canada Standards Association (CSA) Standards and Regulations
- iii. Canadian Environmental Protection Act
- iv. National Building Code of Canada
- v. National Fire Code
- vi. Part II of the Canada Labour Code
- vii. Canadian Occupational Safety and Health Section of Part II of the Canada Labour Code
- viii. Fire Commissioner of Canada FC 301 Standard for Construction Operations
- ix. Provincial and Territorial Acts and Regulations
- x. Canadian Construction and Labour Safety Codes; Provincial Government Workers' Compensation board and Municipal Statutes and Authorities
- xi. Canadian Electrical Code, Part I, CSA 22.1-1998
- xii. Canadian Plumbing Code
- xiii. Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specification Board (CGSB), CSA, American Society for Testing Materials (ASTM) and referenced organizations.
- xiv. Refrigerant Code of Practice
- xv. Federal Halocarbon Regulation (FHR), 2003
A copy of the FHR may be obtained from the website:
<http://laws-lois.justice.gc.ca/eng/regulations/sor-2003-289/index.html>
- xvi. Ozone Depleting Substances (ODS) Regulation (Federal and Provincial)

7.0 TERMS AND CONDITIONS OF WORK:

1. **This Standing Offer does not create an exclusive right for the Contractor to perform all the work that may be required. AAFC reserves the right to have any work done by other means.**
2. Upon request from AAFC, the Contractor shall provide copies of the following to the Contracting Authority:
 - a) A copy of Contractors Workers Compensation Certificate and Liabilities;
 - b) Certificate of Insurance as detailed in Certification Requirements, ANNEX A.

3. Security Requirement: Prior to Standing Offer award, the Offeror's personnel requiring access to the work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted and approved by Agriculture and Agri-Food Canada.

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada. AAFC will submit the names of the people proposed to do the work, as required in the mandatory section, to Government of Canada's Security Office to undergo screening for Reliability security clearances.

No employee of the Contractor shall be allowed on site until clearances have been established. This requirement must be updated when staff changes occur. The contractor to pay all costs incurred, if any.

4. Only One licensed Refrigeration Mechanic shall perform the repairs at a time unless a request is made through the Facility Manager. An apprentice may perform work only when they are under supervision of a qualified Journeyman Mechanic.
5. The successful contractor will be required to provide one Refrigeration Journeyman (with a minimum of five years' experience working on centrifugal and reciprocating chillers) employed full time with the company.
6. The Contractor must be available 24 hours a day, 7 days a week via phone or cell number for emergency services and routine maintenance requests. The Contractor shall adhere to being on site in the appropriate timeframe in the event of an emergency (total chiller system shutdown). **The Contractor shall provide their 24 hour contact numbers to the Facility Manager after award.**
7. The Contractor shall report to the Facility Manager or his designate upon arrival on site. Identification and sign-in is required at the reception desk in Building 102 (Main Complex).

The majority of the work will be processed through the Facility Manager or his designate. There may be times when work will be processed through other Centre personnel and the Contractor will have to work with that person accordingly.

8. The Contractor shall execute the work with minimum disturbance to the occupants and public and for normal use of the building:
 - a) Protect and maintain existing active services;
 - b) Any shutdown to execute service or repair must first be approved by the Facility Manager or his designate and coordinated through this office. With the exception of an emergency shutdown, all other shut downs are to be scheduled 72 hours in advance to all building occupants.
9. The Contractor will be responsible to maintain the integrity of the existing facility. Any damages to the facility caused by the Contractor must repaired by the Contractor to its original condition. Also the Contractor will be responsible for necessary repairs to finishes caused by the installation or removal of equipment.
10. After Standing Offer award, the Contractor shall provide a copy of their Company's Occupational Health and Safety Policy and Program to the Facility Manager. This policy shall meet the more

stringent of the Federal and Provincial Occupational Health and Safety Acts and should be adhered to while providing service.

11. The Contractor shall perform Site Hazard Assessments to establish site specific safe work practice procedures for the safety and well-being of his/her employees.
12. The Contractor shall post a Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure all employees, including sub contractors' personnel are advised of such safety plans and of the posted location.
13. The Contractor shall ensure all workers and authorized personnel entering the work site are notified of and abide by the posted safety plans, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
14. The Contractor shall ensure that all applicable Personal Protective Equipment (PPE) is used.
15. If using products or material controlled by WHMIS, the Contractor must provide a copy of a Material Safety Data Sheet (MSDS) to the Facility Manager or designate that is specific to each individual product or material used.
16. All work undertaken shall conform to Environment Canada's Code of Practice for the reduction of fluorocarbon refrigerant emissions. The Contractor shall maintain a log of all refrigerants, quantities used and records as required by the Code of Practice. All records are to remain on site.
17. The Contractor is to supply all tools and equipment required to provide work under this Standing Offer. This is to include and not limited to all ladders and mechanical lifts. When working from heights proper fall protection must be followed at all times.
18. Equipment and materials shall be new and CSA certified. Deliver, store and maintain materials with manufacture's seal and labels intact.
19. Powder activated devices using explosives shall not be used unless authorized by the Facility Manager.
20. Additions, relocations or removal of equipment or systems are to be recorded, dated and initialed by the Contractor on the "as built" prints where applicable.
21. Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.
22. Estimates & Invoicing: The Contractor may be requested to provide a written estimate for repair work and new installations to the Facility Manager. Quoted work may not necessarily be completed.
23. If requested by the Facility Manager, the Contractor shall provide AAFC with a wholesalers invoice complete with parts pricing.

24. AAFC reserves the right to supply parts and materials to the Contractor. If parts and materials are not provided by AAFC then they must be approved by the Facility Manager or his designate prior to ordering or installation.
25. The Contractor shall submit a detailed work order to the Facility Manager or designate explaining the Work undertaken before leaving the site. If required the Contractor shall complete any AAFC log books before leaving the site each day outlining the work performed. This will include any annual maintenance forms.
26. The Contractor shall provide AAFC with an invoice complete with a detailed breakdown of all parts, material and labour used. This invoice must clearly reference all work orders associated with the Call up. The location of the work (such as building) must be clearly identified on the invoice.
27. The Contractor shall warrant all services performed under this Standing Offer and will, at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to AAFC, and any Work corrected or replaced by the Contractor shall be subject to all provisions of the Standing Offer to the same extent as Work initially performed. The warranty is "one year for new parts installed" and "60 days for labour repairs".

MANDATORY REQUIREMENTS

APPENDIX C

Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration.

Bidders must include the necessary documentation in their bid document to demonstrate compliance with the following mandatory items:

1) EMPLOYEE NAMES

The Contractor shall include the * **Names of each Journeyman/Apprentice proposed** to provide service under this Standing Offer.

Note: * These names will be submitted for security clearance upon award of a Standing Offer to the successful firm as per the "Appendix B, 7.0 Terms and Conditions of Work, Item 3", outlined above.

2) CERTIFICATES

The Contractor shall include a **copy of an Alberta-Certified Journeyman Certificate or an Interprovincial Standards Red Seal Certificate** for each Journeyman Refrigeration Mechanic proposed to provide service under this Standing Offer.

3) CERTIFICATION REQUIREMENTS

A Completed Certification Requirements "**ANNEX A**" document is to be completed and submitted with the proposal.

PROPOSAL FORMAT

APPENDIX D

THE FOLLOWING SUBMISSION FORMAT IS PREFERRED:

- 1) **Submit one (1) copy of your proposal** as detailed below. The Submission should include:
 - A. **Title Page**
 - B. **Letter of Introduction (1 page maximum)**
Provide an overview of your company including:
 - Corporate overview
 - Corporate relationships
 - Length of time in business
 - Location of head office and any sub-offices (if applicable)
 - C. **Appendix C – Mandatory Qualifications**
 - D. **ANNEX A – Certification Requirements**

- 2) **Submit one (1) copy of "ANNEX B - Bid Document"** in terms of Canadian Currency, in a separate envelope from the Proposal.
 - A. The cost shall be exclusive of GST or PST.

PROPOSAL EVALUATION METHOD

APPENDIX E

Bids received will be assessed in accordance with the entire requirements of the Bid Solicitation including the Evaluation criteria specified below.

Provided all MANDATORY CRITERIA are met the bids will be evaluated on the basis of the following:

Financial Evaluation

Your price proposal must be submitted in accordance with the proposed Basis of Pricing (ANNEX B).

Price Proposals will be assessed as follows:

Step 1 For each line item - Estimated # of Units (A) x Unit price (B) = Extended Cost(C)

Step 2 Aggregate of Extended Totals = Your Evaluated Offer

Evaluation Procedure - All bidders will be assessed and accepted on a low aggregate basis (GST Extra). Low aggregate will be determined by extending and totaling the unit prices (See ANNEX B).

The lowest responsive bidder will be recommended for award of the Standing Offer.

CERTIFICATION REQUIREMENT

ANNEX A

The following certification requirements apply to this Request for Standing Offer (RFSO) document. Proposers must include this Annex with their proposal, complete and sign each certification below.

1) ACCEPTANCE OF AGRICULTURE AND AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Bidders will accept Agriculture and Agri-Food Canada’s terms and conditions.

The General Conditions & Supplemental Conditions in Appendix A and the General Requirements in Appendix B of this RFSO shall form part of the Resulting Standing Offer.

Signature

Date

2) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Proposer is a legal entity, by indicating whether the Proposer is (1) a sole proprietorship, partnership or corporate entity, (2) indicating the laws under which it is registered or incorporated (3) including the registered or corporate name, and identifying (4) the country where the controlling interest / ownership (name if applicable) of the organization is located.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

Any Resulting Contract may be executed under the following (1) corporate full legal name and: (2) at the following place of business (street, building, suite / room, postal code):

- (1) _____
- (2) _____

Print Name of Signatory

Signature

Date

3) PRICE/RATE CERTIFICATION

"We hereby certify that the prices quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Signature

Date

4) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this RFSO be:

- (a) valid in all aspects, including price, for not less than 120 Days from the closing date of this RFSO; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFSO; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Signature

Date

Contact name: _____

Telephone number: _____

Fax number: _____

Email address: _____

GST # / Business #: _____

5) AVAILABILITY AND STATUS OF PERSONNEL

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's information to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Signature

Date

6) INSURANCE CERTIFICATE

.1 Insurance Requirements:

- a) The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.
- b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Standing Offer 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.
- c) Prior to Standing Offer award the Contractor must provide to the Contracting Authority a copy of their 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.

.2 Commercial General Liability Insurance:

- a) 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 one million dollars (\$1,000,000) per accident or occurrence and in the annual aggregate.
- b) The Commercial General Liability policy must include the following:
 - i) Additional Insured: Canada is named 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 Her Majesty the Queen in Right of Canada.'
 - ii) Bodily Injury and Property Damage: to third parties arising out of the operations of the Contractor.

- iii) 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.
- iv) 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.
- v) Cross Liability/Separation of Insured: 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.
- vi) 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.
- vii) Employees and, if applicable, Volunteers must be included as Additional Insured:

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- viii) Broad Form Property Damage including Completed Operations : Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- ix) Notice of Cancellation: The Contractor's Insurer will provide to the Contracting Authority ten (10) days written notice of policy cancellation.
- x) 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.

Proposers will accept Agriculture and Agri-Food Canada's insurance requirements:

Signature

Date

7) **FORMER PUBLIC SERVANT – STATUS AND DISCLOSURE**

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

Definitions

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

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

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

"**pension**" means, 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 report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

Signature

Date

8) JOINT VENTURE

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity **(mark applicable choice)**
_____ is a joint venture in accordance with the definition in paragraph 3.
_____ is not a joint venture in accordance with the definition in paragraph 3.
2. A Proposer that is a joint venture represents the following additional information:
 - (a) Type of joint venture **(if applicable, mark applicable choice)**
_____ incorporated joint venture
_____ limited partnership joint venture
_____ partnership joint venture
_____ contractual joint venture
_____ other
 - (b) Composition: (names and addresses of all members of the joint venture.)
3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Signature

Date

9) FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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 HRSDC-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 Standing Offer award.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1.** The Bidder certifies having no work force in Canada.
- A2.** The Bidder certifies being a public sector employer.
- A3.** The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4.** The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5.** The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1.** The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1.** The Bidder is not a Joint Venture.

OR

- B2.** The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification.

Name

Signature

Date

10) CONTRACTOR'S LIST OF SUBCONTRACTORS

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Name of Company	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the contract (%)

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

Signature

Date

Name of Signatory

Position

Services to provide labour, parts and material, tools and equipment, transportation and supervision for Refrigeration Services and/or decommissioning work on chillers and cooling towers; "as and when required" at the Lethbridge Research Centre - Tender Notice # 01R11-15-S032.

AAFC is not prepared to accept separate prices for truck and mileage charges nor travel time to get on-site. All costs must be included in the Lot Price and Hourly rates FOB Destination.

Bidders are to insert their Firm UNIT prices for all three (3) years in (COLUMN B ONLY). The total amount of GST is to be shown separately, if applicable.

*Note; Unit Prices are not to be left blank, if left blank your bid may be deemed non-compliant.

T1) YEAR #1 - INITIAL STANDING OFFER PERIOD (2015 – 2016)

ANNUAL WINTER PREVENTATIVE MAINTENANCE SERVICES (Service & Inspection)					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Annual Winter Maintenance - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	D
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	E
SPRING START UP (Service & Inspection)					
3	Spring Start Up - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	F
4	Spring Start Up - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	G
SERVICES AS AND WHEN REQUIRED, REGULAR HOURS between 08:00 a.m. and 16:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
5	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	H
6	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	I
SERVICES AS AND WHEN REQUIRED, OUTSIDE REGULAR HOURS between 16:31 p.m. and 07:59 a.m., Monday to Friday, including weekends & stats					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
7	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	J
8	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	K
T1 (Total 1 for Initial Contract Period) = D + E + F + G + H + I + J + K					T1

Pricing for Markup:

(This is not evaluated in price but suppliers shall indicate what their markup will be for each year).

Bidders shall indicate their markup (percentage charge) for each year on allowance for unspecified material, and replacement parts, (except where charged at invoice cost) to be included under the Standing Offer, excluding applicable taxes.

Initial Standing Offer Period - CONTRACTOR'S MARK UP ON ALLOWANCE _____%

T2) YEAR #2 – OPTION YEAR #1 (2016 – 2017)

ANNUAL WINTER PREVENTATIVE MAINTENANCE SERVICES (Service & Inspection)					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Annual Winter Maintenance - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	D
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	E
SPRING START UP (Service & Inspection)					
3	Spring Start Up - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	F
4	Spring Start Up - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	G
SERVICES AS AND WHEN REQUIRED, REGULAR HOURS between 08:00 a.m. and 16:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
5	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	H
6	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	I
SERVICES AS AND WHEN REQUIRED, OUTSIDE REGULAR HOURS between 16:31 p.m. and 07:59 a.m., Monday to Friday, including weekends & stats					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
7	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	J
8	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	K
T2 (Total 2 for Option Period #1) = D+ E + F + G + H + I + J + K					T2

Pricing for Markup:

Option Period #1 - CONTRACTOR'S MARK UP ON ALLOWANCE _____%

T3) YEAR #3 - OPTION PERIOD #2 (2017 – 2018)

ANNUAL WINTER PREVENTATIVE MAINTENANCE SERVICES (Service & Inspection)					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Annual Winter Maintenance - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	D
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	E
SPRING START UP (Service & Inspection)					
3	Spring Start Up - Centrifugal Chillers	Lot	1 Lot	\$_____/Lot	F
4	Spring Start Up - Reciprocating Chillers	Lot	1 Lot	\$_____/Lot	G
SERVICES AS AND WHEN REQUIRED, REGULAR HOURS between 08:00 a.m. and 16:30 p.m., Monday to Friday					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
5	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	H
6	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	I
SERVICES AS AND WHEN REQUIRED, OUTSIDE REGULAR HOURS between 16:31 p.m. and 07:59 a.m., Monday to Friday, including weekends & stats					
Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
7	Journeyman Refrigeration Mechanic	Hour	150	\$_____/Hour	J
8	Apprentice Refrigeration Mechanic	Hour	100	\$_____/Hour	K
T3 (Total 3 for Option Period #2) = D+ E + F + G + H + I + J + K					T3

Pricing for Markup:

Option Period #2 - CONTRACTOR'S MARK UP ON ALLOWANCE _____%

* These estimates will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

TOTAL AGGREGATE COST (INITIAL STANDING OFFER YEAR + OPTION YEARS (T1 + T2 + T3) = _____

Evaluation Procedure - Upon meeting the Mandatory Requirements, totals will be determined by extending and totaling the unit prices (GST extra). The selection of the Contractor will be made on the basis of the Lowest Combined Score for all three (3) years as set out in the Evaluation Method, Appendix E.

Supplier to indicate:

Vendor / Firm Name: _____

Signature: _____

Date : _____