

## **RETURN BIDS TO:**

Agriculture and Agri-Food Canada

Address:

Attention: Melissa Smith, AAFC, Regina

melissa.smith3@agr.gc.ca AND

aafc.wscprocurement-csoapprovisionnement.aac@agr.gc.ca

## REQUEST FOR STANDING OFFER

#### Offer to: Agriculture and Agri-Food Canada

Canada, as represented by the Minister of Agriculture and Agri-Food Canada hereby requests a Standing Offer on behalf of the Identified Users herein

#### Comments:

Mandatory Site Visit

The Site Visit will be held on October 13 at 10:00 am MDT.

#### Vendor/Firm Name and Address:

#### **Issuing Office**

Agriculture and Agri-Food Canada Western Service Centre 300 - 2010 12TH Avenue Regina SK S4P 0M3

Chiller Maintenance Services Lethbridge Research and Developm	nent Centre
Solicitation Number	Date of solicitation:
01R11-23-C057	2022-09-29
Solicitation Closes:	Time Zone:
At: 2:00 PM	CST
On: November 8, 2022	
Address Enquiries to:	
Name: Melissa Smith, AAFC, F	Regina
Email: melissa.smith3@agr.gc	:.ca
Telephone Number: 306-515-4796	FAX Number:
Destination of Goods, Services and	Construction:
Lethbridge Research and Developm 5403 1st Avenue South Lethbridge AB T1J 4B1	nent Centre
Instructions: Municipal taxes are not applicable. I all prices quoted must include all ap GST/HST, excise taxes and are to be including all delivery charges to des of the Goods and Services Tax/Harr as a separate item.	plicable Canadian customs duties, be delivered Delivery Duty Paid tination(s) as indicated. The amoun
Delivery required: n/a	Delivery offered: n/a
Vendor/Firm Name and Address:	
Name and title of person authorized (type or print)	to sign on behalf of vendor/firm
Signature	
Date	



Title:

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement: Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO: Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; Part 6 Security, Financial and Insurance Requirements: includes specific requirements that
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

must be addressed by offerors; and

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions:

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

#### 1.2 Summary

1.2.1 Agriculture and Agri-Food Canada's Lethbridge Research and Development Centre at 5403 1st Avenue South, Lethbridge Alberta requires a Contractor to provide Chiller Maintenance services on an "as and when required" basis.

It is Canada's intent to issue a Departmental Individual Standing Offer (DISO) to obtain the services described in the Statement of Work - Annex "A", at Lethbridge, Alberta.

The period of the Standing Offer will be for 1 calendar year with the possibility to extend the Standing Offer for 3 additional 1 year periods.

The total estimated budget for the SO will be \$87,500.00 per year for a total of \$350,000.00, including any option years. (Goods and Services tax or Harmonized sales tax not included).

#### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

## 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

#### **PART 2 - OFFEROR INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2022-03-29), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements 2006 is amended as follows:

Delete: (d) send its offer only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFSO or, to the address specified in the RFSO, as applicable;

Insert: (d) send its offer only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the RFSO or, to the address specified in the RFSO, as applicable;

#### 2.2 Submission of Offers

Offers must be submitted only to Agriculture and Agri-Food Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will <u>not</u> be accepted.

#### 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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror 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, Offerors agree that the successful Offeror'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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Offeror 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;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than 10 calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms"
  - Office of the Procurement Ombudsman (OPO)

contains information on potential complaint bodies such as:

- Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

# 2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site at the date and time indicated below.

In accordance with federal health regulations, interested bidders must be symptom free and wear a three layer medical face mask where social distancing from others on site is not possible.

The Site Visit will be held on October 13 at 10:00 am MDT.

Location: Lethbridge Research and Development Centre

5403 1st Avenue South

Report and sign in at: Building #102, East Entrance, Front Foyer

Bidders must communicate with the Site Authority <u>no later than October 11</u> to confirm attendance and provide the name(s) of the person(s) who will attend.

To confirm your attendance, please contact: Brad Patterson, Acting Facility Manager, Phone: (403) 317-3318 or brad.patterson@agr.gc.ca.

Bidders will be required to sign an attendance sheet at the visit. By signing the attendance sheet, bidders are confirming they have attended the visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will <u>not</u> be accepted.

Canada requests that offerors provide their offer in separately named sections as follows:

Section I: Technical Offer (1 pdf attachment) Section II: Financial Offer (1 pdf attachment) Section III: Certifications (1 pdf attachment)

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

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with "Annex D, Financial Evaluation Criteria".

## 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Refer to **Annex "C"** for the **Mandatory Technical Criteria** which will be evaluated on a compliant/non-compliant basis.

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Financial Evaluation Criteria

Refer to Annex "D" for the Bid Document which will form the Financial Proposal.

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

#### 4.2 Basis of Selection

## 4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated

price will be recommended for issuance of a standing offer.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Refer to Annex "F" for the Integrity Certification Form.

## 5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

## 5.2.3.1 Status and Availability of Resources

M3020T (2016-01-28), Status of Availability of Resources - Offer

#### PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

## 6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
  - the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "G".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

## A. STANDING OFFER

### 7.1 Offer

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

# 7.2 Security Requirements

- **7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.
  - 1. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **RELIABILITY STATUS**, granted or approved by AAFC;
  - The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets;
  - 3. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);

- 4. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;
- Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of AAFC; and
- 6. The contractor/offeror must comply with the provisions of the:
  - a. Security Requirements Check List.

## 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <a href="Standard Acquisition Clauses and Conditions Manual">Standard Acquisition Clauses and Conditions Manual</a> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

<u>2005</u> (2022-01-28), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 1, 2023 to December 31, 2023.

## 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **three (3) year periods**, from **January 1, 2024** to **December 31, 2026** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

#### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Melissa Smith Contracting Specialist Agriculture and Agri-Food Canada Western Service Centre 300 – 2010 12<sup>th</sup> Avenue Regina, SK S4P 0M3 Telephone: 306-515-4796 Facsimile: 306-780-5018

E-mail address: melissa.smith3@agr.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

(To be inserted a	at Standing	Offer award)
Name:		
Title:		
Organization:		
Address:		
Telephone:		<del></del>
Facsimile:		
E-mail address:		

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 7.5.3 Offeror's Representative

(To be inserted at Standing Offer award)
Name:
Гitle:
Organization:
Address:
Геlephone:
-acsimile:
E-mail address:

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: AAFC, Lethbridge, Alberta.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$45,000.00 (Applicable Taxes included).

#### 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$350,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before 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 must promptly notify the Standing Offer Authority.

## 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- the general conditions <u>2005</u> (2022-01-28), General Conditions Standing Offers Goods or Services;
- d) the supplemental general conditions <u>4013</u>: (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules;
- e) the general conditions <u>2010C</u> (2022-01-28), General Conditions Services (Medium Complexity) apply to and form part of the Contract;
- f) Annex A, Statement of Work:
- g) Annex B, Basis of Payment;
- h) Annex G, Security Requirements Check List;
- i) the Offeror's offer dated \_\_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_ " or "as amended on \_\_\_\_ " and insert date(s) of clarification(s) or amendment(s) if applicable).

### 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 7.12.2 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

#### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta..

## 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

### B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 7.2.2 Supplemental General Conditions

4013: (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules

#### 7.3 Term of Contract

### 7.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

#### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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: 2019-01 of the Treasury Board Secretariat of Canada.

#### 7.5 Payment

## 7.5.1 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of Payment at "Annex B".

#### 7.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

#### 7.5.3 Multiple Payments

H1001C (2008-05-12), Multiple Payments

#### 7.5.4 SACC Manual Clauses

A9117C (2007-11-30), Direct Request by Customer Department C0710C (2007-11-30), Time and Contract Price Verification

### 7.5.5 Electronic Payment of Invoices – Call-up

(To be updated at Standing Offer award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.6 Invoicing Instructions

 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

#### 2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 3. Each invoice must be prepared to show:
  - Standing Offer #
  - Contract #
  - Invoiced Amount + applicable taxes
  - Itemized list of services provided (i.e. breakdown of all hours of labour and rates, parts/materials used and Mark-up, if applicable)
  - GST #

## 7.7 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex G . 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.8 SACC Manual Clauses

A7017C (2008-05-12), Replacement of Specified Individuals

#### 7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## ANNEX "A"

#### **STATEMENT OF WORK**

#### PART 1 - SCOPE OF WORK

#### 1.1 General

Agriculture and Agri Food Canada's Lethbridge Research and Development Centre at 5403 1st Avenue South, Lethbridge, Alberta requires Chiller Maintenance for refrigeration service and decommissioning work on various Centrifugal and Reciprocating Water-Cooled Chillers on an "as and when required" basis.

Services to be provided during the following:

Regular Working hours - 8:00 a.m. to 4:00 p.m. Monday to Friday

Outside Regular Working hours - 4:00 p.m. to 8:00 a.m. Monday to Friday including weekends and stat holidays

Work to be performed under the Standing Offer Agreement (SOA) includes the following:

- 1. Annual winter preventative maintenance
- Spring Start Up
- 3. Maintenance checks (during operational period)
- 4. Service as required for troubleshooting and repair services during 'regular working hours'
- 5. Emergency service outside 'regular working hours'
- 6. Equipment installation and decommission services

## 1.2 <u>Service to be Performed by the Contractor</u>

- .1 The Contractor shall be on site working for "Routine" requests for service <u>within 24 hours</u> working day of issuance of a call-up by the site authority.
- .2 The Contractor shall be on site working for "Emergency or Urgent" request (such as a complete chiller system shutdown) from the Site Authority within three (3) hours of being notified on a twenty-four (24) hour, seven (7) day per week basis.
- The Contractor, when requested by the Site Authority for an emergency service, will proceed to the site, repair or protect the system or equipment from further damage. Any work that is life threatening or damaging to the building/property should be completed immediately. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed itemized account of the repairs required to put the equipment in proper working order.
- .4 Quotes for non-essential repairs should be provided to the Site Authority who will review. Work will not proceed until Contractor has received written authorization from the Site Authority.
- .5 The Contractor shall contact the Site Authority upon entering and leaving the premises when applicable.
- .6 The Contractor shall obtain the Site Authority's approval for any shutdown to execute service or repair. The Contractor shall deliver written notices to the occupants no less than 72 hrs in advance of any scheduled shutdown services planned except in the case of emergency shutdowns.
- .7 The Contractor is to provide telephone numbers for regular service calls and after hours call outs.

#### 1.3 Service to be Performed by the Department

- .1 The Site Authority shall issue a Work Order providing a statement of the work required for each non-essential job.
- .2 The Site Authority shall provide drawings and specifications on an as required basis.

## 1.4 Licenses and Permits

- .1 The Contractor shall be responsible for obtaining and paying for all licenses and permits required to perform the work requested. Obtain all inspections from authorities having jurisdiction. If permits are required for any portion of the Work, these will be reimbursed by AAFC at cost.
- .2 Provide the authorities having jurisdiction with all information requested.
- Furnish these certificates and permits when requested and submit, to AAFC Authority, final approved document once work has been completed and certified.

#### **PART 2 - GENERAL REQUIREMENTS**

## 2.1 Use of Site

- .1 Limited to areas of work.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 Do not store materials on site without Site Authority approval.

## 2.2 <u>Codes, Standards and Legislated Requirements</u>

Execute the work to meet or exceed all applicable codes and standards, including but not limited to:

- .1 National Building Code of Canada, (latest edition).
- .2 Part IV of the Canada Labour Code, (latest edition).
- .3 Fire Commission of Canada #301 Standard of Building Construction Operations, (latest edition).
- .4 Canadian Plumbing Code (latest edition)
- .5 Canadian Construction Safety Code, Provincial/Territorial Government, Worker's Compensation Board and Municipal Statutes and authorities (latest edition).
- .6 Canadian Electrical Code, Part I, CSA (latest edition).
- .7 National Fire Code (latest edition).
- .8 Canadian Environmental Protection Act
- .9 Federal Halocarbon Regulation (FHR), 2003. A copy of the FHR may be obtained from the website: <a href="http://laws-lois.justice.gc.ca/eng/regulations/sor-2003-289/index.html">http://laws-lois.justice.gc.ca/eng/regulations/sor-2003-289/index.html</a>
- .10 Ozone Depleting Substances (ODS) Regulation (Federal and Provincial)
- .11 Refrigerant Code of Practice
- .12 Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations, National Association of Fire Equipment Distributors (NAFED) and referenced organizations.
- .13 These standards shall be part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be fully familiar with their contents and requirements as related to the work and materials specified.
- In the event of a conflict between any of the above codes or standards the most stringent shall apply.
- .15 All of the above codes and standards in effect at the time of award are subject to changes/revisions. The latest editions of each shall be enforced during the term of the Contract.

## 2.3 Examination

.1 Examine the existing conditions and determine those conditions affecting the work.

## 2.4 Cleaning

- .1 Maintain work area free of accumulated waste and rubbish.
- .2 Remove and dispose of debris used and obsolete material on a daily basis. Disposal is to be conducted in an environmentally responsible manner such as disposing of hazardous waste and materials properly.

.3 Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight exposed interior and exterior finished surfaces affected by contract work.

## 2.5 <u>Cutting and Fitting Patching</u>

.1 Cut, fit and patch where required for work under this SOA. Make good all disturbed surfaces to original condition.

## 2.6 Coordination and Protection

- .1 Execute work with minimum disturbance to occupants, public and normal use of the buildings. Make arrangements with Site Authority to facilitate execution of work.
- .2 Protect and maintain work from damage.
- .3 All possible safety precautions are to be taken to ensure the protection of employees and occupants during the course of the work.
- .4 Upon request, the Contractor shall provide the Contracting Authority with a copy of their Contractor's Workers Compensation Certificate and Liabilities.

## 2.7 **Qualifications and Certifications of Personnel**

- Only licensed Refrigeration Mechanics shall perform the repairs. Apprentice labour will not be permitted. A copy of the Journeyman Certificate is to made available to the Site Authority.
- .2 Service is to be provided by one (1) Journeyman Refrigeration Mechanic at a time only, unless a specific request is made in writing to, and approved by, the Site Authority.
- .3 AAFC reserves the right to verify/substantiate the qualification of any person(s) performing work under the Contract. This verification must be produced in the way of letters or certificates from the appropriate agencies.
- .4 The Contractor shall not subcontract any of the work outlined herein, without the written consent of AAFC.

## 2.8 Material and Equipment

- .1 Equipment and materials to be new, CSA certified, and manufactured to standard quoted.
- .2 Where there is no alternative to supplying equipment which is not CSA approved, obtain special approval from Site Authority.
- .3 Use products of one manufacturer or same type as existing, including classification, unless otherwise specified.
- .4 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .5 Deliver, store and maintain materials with manufacturer's seals and labels intact.
- .6 The Contractor shall store materials in accordance with the manufacture's and suppliers instructions.
- .7 AAFC accepts no responsibility for materials or equipment stored on site.
- .8 AAFC reserves the right to supply the Equipment and Parts to the Contractor.
- .9 Provide a copy of the Material Safety Data Sheet (MSDS) for any product that will be used on crown property to the Site Authority.
- .10 Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. Contractor to supply shop drawings and manufacturer's instructions and specifications on all new installations for inclusion in the building inventory file.

#### 2.9 Meetings

.1 Attend meetings at site when notified by the Site Authority Representative.

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### 2.10 Maintenance Manuals / Log Books / Reports and Deliverables

- .1 Maintenance manuals are to be obtained and kept by the Contractor for each type of chiller being serviced.
- .2 Note results of inspections including refrigerants and quantities used in log books. Keep a readily available record, in each boiler room of all testing and inspections.
- .3 A record of all inspections, testing and maintenance shall be provided to the Site Authority.

## 2.11 Non-smoking

.1 Smoking is prohibited inside all Crown facilities. Smoking is prohibited within 3 meters of any entrance or exit to a Crown-owned facility.

#### **PART 3 - EXECUTION**

## 3.1 Workmanship

- .1 All workmanship is subject to inspection and approval of the Site Authority.
- .2 All work shall be performed by skilled tradesmen and supervised by a competent foreman at all times.
- .3 All work must strictly adhere to the 2003, Federal Halocarbon Regulations and conform with Environment Canada's Code of Practice for the reduction of fluorocarbon refrigerant emissions.

## 3.2 Work Coordination

.1 Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Site Authority.

## 3.3 Maintenance Types defined as:

The Journeyman shall carry out and assist in various types of maintenance as requested by AAFC. Maintenance types defined as:

- 1. Preventative Maintenance: Inspecting, testing and reconditioning a system at regular intervals as instructed by AAFC, intended to prevent failures.
- 2. Breakdown Maintenance: Repairs to damaged equipment due to failures.
- 3. Predictive Maintenance: Declared in advance, on the basis of observation, experience or scientific reasons.
- 4. Development Maintenance: The act of developing new maintenance methods and procedures.

# 3.4 <u>Maintenance Types defined as Winter Preventative Maintenance, Spring Start up and Maintenance Checks for:</u>

- .1 Two 50 ton Water Furnace Scroll Chillers, one 30 ton McQuay Scroll Chiller, one 350 ton York Centrifugal Chiller and one 400 ton Trane Centrifugal Chiller completed in accordance with the manufactures instructions, and carried out by completing the service Checklists A and B herein for each equipment type.
- .2 Execute the work to meet or exceed all applicable codes and standards.

## 3.5 Warranty and Guarantee

- .1 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.
- .2 The Contractor shall provide a written warranty against defects in workmanship and materials for a period of one (1) year. Such guarantee shall be made out to Her Majesty in Right of Canada. Guarantee to be dated from date of acceptance of work performed.

## CHECKLIST A - CENTRIFUGAL CHILLERS

## (1) <u>Annual winter preventative maintenance</u>, 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 included:

- 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 and 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, which includes the following:

- complete system leak test on the entire chiller, any leaks detected will require and 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) Up to Six Maintenance Checks (during operational period), which includes the following:

- Inspecting chiller and adjusting safety controls
- Checking purge operation
- Checking operation of controls
- Checking oil and refrigerant levels
- Checking operation of lube system
- Checking the oil return system
- Checking operation of motor and starter
- Recording operating conditions
- Checking log and reviewing chiller and system operation with operator
- Logging and reporting repairs and parts that are required

# (4) Service as required

Service work as determined by the Site Authority.

### **CHECKLIST B - RECIPROCATING CHILLERS**

#### (1) Annual winter preventative maintenance, which includes the following:

- Complete system leak test on the entire chiller, any leaks detected will require and 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, which includes the following:

- Complete system leak test on the entire chiller, any leaks detected will require and 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 chilled 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) Up to Six Maintenance Checks (during operational period), which includes the following:

- Checking general condition and operation
- Logging operating conditions and identifying inconsistencies
- Adjusting operating controls if required
- Checking for proper oil level and refrigerant charge
- Checking the oil temperature and crankcase heaters
- Inspecting starter, relays, and controls
- Reviewing operating procedures and the owner's log with the operator

## (4) Service as required

Service work as determined by the Site Authority.

## **ANNEX "B"**

## **BASIS OF PAYMENT**

(Bidders do not need to complete this section. AAFC to insert amounts at Standing Offer award.)

1. PRICING FOR INITIAL STANDING OFFER PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023

## ANNUAL WINTER PREVENTATIVE MAINTENANCE (SERVICE & INSPECTION)

Description	Unit	Unit Price Offered
Annual Winter Maintenance - Centrifugal Chillers	Lot	
Annual Winter Maintenance - Reciprocating Chillers	Lot	

## **SPRING START UP (SERVICE & INSPECTION)**

Description	Unit	Unit Price Offered
Spring Start Up - Centrifugal Chillers	Lot	
Spring Start Up - Reciprocating Chillers	Lot	

## MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Description	Unit	Unit Price Offered
Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	

### **SERVICE AS REQUIRED - LABOUR**

<u> </u>			
Description	Unit	Unit Price During Regular Hours (Between 8:00 a.m. and 4:00 pm Monday to Friday)	Unit Price Outside Regular Hours (Between 4:00 p.m. to 8:00 a.m. and weekends and holidays)
Journeyman Refrigeration Mechanic	Hour		

## **MATERIAL AND REPLACEMENT PARTS:**

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of \_\_\_\_\_\_\_\_% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

## 2. PRICING FOR OPTION PERIOD ONE (1) JANUARY 1, 2024 – DECEMBER 31, 2024

## ANNUAL WINTER PREVENTATIVE MAINTENANCE (SERVICE & INSPECTION)

Description	Unit	Unit Price Offered
Annual Winter Maintenance - Centrifugal Chillers	Lot	
Annual Winter Maintenance - Reciprocating Chillers	Lot	

## **SPRING START UP (SERVICE & INSPECTION)**

Description	Unit	Unit Price Offered
Spring Start Up - Centrifugal Chillers	Lot	
Spring Start Up - Reciprocating Chillers	Lot	

## MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Description	Unit	Unit Price Offered
Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	

## **SERVICE AS REQUIRED - LABOUR**

Description	Unit	Unit Price During Regular Hours (Between 8:00 a.m. and 4:00 pm Monday to Friday)	Unit Price Outside Regular Hours (Between 4:00 p.m. to 8:00 a.m. and weekends and holidays)
Journeyman Refrigeration Mechanic	Hour		,

#### **MATERIAL AND REPLACEMENT PARTS:**

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of \_\_\_\_\_\_\_% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

## 3. PRICING FOR OPTION PERIOD TWO (2) JANUARY 1, 2025 – DECEMBER 31, 2025

## ANNUAL WINTER PREVENTATIVE MAINTENANCE (SERVICE & INSPECTION)

Description	Unit	Unit Price Offered
Annual Winter Maintenance - Centrifugal Chillers	Lot	
Annual Winter Maintenance - Reciprocating Chillers	Lot	

## **SPRING START UP (SERVICE & INSPECTION)**

Description	Unit	Unit Price Offered
Spring Start Up - Centrifugal Chillers	Lot	
Spring Start Up - Reciprocating Chillers	Lot	

## MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Description	Unit	Unit Price Offered
Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	

## **SERVICE AS REQUIRED - LABOUR**

Description	Unit	Unit Price During Regular Hours (Between 8:00 a.m. and 4:00 pm Monday to Friday)	Unit Price Outside Regular Hours (Between 4:00 p.m. to 8:00 a.m. and weekends and holidays)
Journeyman Refrigeration Mechanic	Hour		

## **MATERIAL AND REPLACEMENT PARTS:**

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of \_\_\_\_\_\_\_% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

# 4. PRICING FOR OPTION PERIOD THREE (3) JANUARY 1, 2026 – DECEMBER 31, 2026

## ANNUAL WINTER PREVENTATIVE MAINTENANCE (SERVICE & INSPECTION)

Description	Unit	Unit Price Offered
Annual Winter Maintenance - Centrifugal Chillers	Lot	
Annual Winter Maintenance - Reciprocating Chillers	Lot	

## **SPRING START UP (SERVICE & INSPECTION)**

Description	Unit	Unit Price Offered
Spring Start Up - Centrifugal Chillers	Lot	
Spring Start Up - Reciprocating Chillers	Lot	

## MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Description	Unit	Unit Price Offered
Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	

## **SERVICE AS REQUIRED - LABOUR**

Description	Unit	Unit Price During Regular Hours (Between 8:00 a.m. and 4:00 pm Monday to Friday)	Unit Price Outside Regular Hours (Between 4:00 p.m. to 8:00 a.m. and weekends and holidays)
Journeyman Refrigeration Mechanic	Hour		

#### **MATERIAL AND REPLACEMENT PARTS:**

Material and replacement parts (except free issue and not included in the above) at Laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up of \_\_\_\_\_\_\_% (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

#### MANDATORY TECHNICAL CRITERIA

#### **MANDATORY REQUIREMENTS**

The Offeror must clearly demonstrate in its bid how it meets <u>each of the following mandatory criteria</u> and <u>include the necessary documentation</u> to demonstrate compliance where applicable.

#### 2.1 COMPANY CERTIFICATES

The Offeror must comply with the Alberta Occupational Health and Safety Act, Regulation and Code Sept 4, 2002.

To demonstrate this, the Offeror must provide of one of the following:

- a copy of a valid "Letter of Good Standing" or other proof from a Certifying Partner indicating active participation towards achieving, or having already achieved a "Small Employer Certificate of Recognition (SECOR)" or "Certificate of Recognition (COR)" from the Government of Alberta or:
- a copy of your "Small Employer Certificate of Recognition (SECOR)" or "Certificate of Recognition (COR)" issued by the Government of Alberta

#### 2.2 RESOURCE EXPERIENCE

The Offeror must propose, as a minimum, one Refrigeration Journeyman Mechanic with <u>at least five years' experience (from the date of posting of this solicitation)</u> working on centrifugal and reciprocating chillers employed full time with the company who will be available to provide service under the resulting standing offer.

To demonstrate this, the Offeror must provide two (2) different clients which the Refrigeration Mechanic currently or previously provided work for, by providing the following information:

- a) Client Organization Name for who the Mechanic conducted work for;
- b) **Specify type(s) of service** (including what type of chillers were serviced and what type of service (repairs/installation) to the equipment was completed);
- c) Length of Service (start and completion date) (mm/yyyy to mm/yyyy).
- \* If more than two client projects are submitted; only the first two will be evaluated.

### 2.3 RESOURCE CERTIFICATES / QUALIFICATIONS

- a) The Offeror must provide a copy of either an **Alberta Journeyman Certificate or an Interprovincial Journeyman's Red Seal Certificate** for each Journeyman Refrigeration Mechanic proposed. Provincial Certificates for all Journeymen who will be responding to any Call-Up's shall be submitted with the Offer.
- b) The Offeror must provide proof that each Journeyman Refrigeration mechanic proposed has completed the 2003 Federal Halocarbon training provided by Environment Canada.

To demonstrate this, the Offeror must provide a copy of a **2003 Federal Halocarbon training card with number** from Environment Canada for each Journeyman Mechanic proposed.

#### ANNEX "D"

## **FINANCIAL EVALUATION CRITERIA**

## **BID DOCUMENT**

AAFC will <u>not</u> accept separate pricing or additional charges for any time spent travelling to the AAFC work site (including any accommodations, transportation, truck or mileage charges, meals and incidental allowances). The Hourly Rate for labour, as described in Appendix A - Statement of Work, at the AAFC work site shall include all time and travel-related costs to and from the AAFC work site.

Column B (Unit price) must be completed for all line items for your Offer to be considered compliant. GST/HST is to be excluded from the prices stated herein. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item on any invoices.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

# PRICING FOR INITIAL STANDING OFFER PERIOD JAN 1, 2023 – DECEMBER 31, 2023

## 1) ANNUAL WINTER PREVENTATIVE MAINTENANCE (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		
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot		
		T1			

## 2) SPRING START UP (SERVICE & INSPECTION)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Spring Start Up - Centrifugal Chillers	Lot	1 Lot		
2	Spring Start Up - Reciprocating Chillers	Lot	1 Lot		
		T2			

## 3) MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	6		
		ТЗ			

# 4) SERVICE AS REQUIRED LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:00 p.m. Monday to Friday

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	100		
		T4			

## **LABOUR - OUTSIDE REGULAR HOURS**

Between 4:00 p.m. and 8:00 a.m. and weekends and holidays

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	50		
TOTAL					T5

5) MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Estimated Dollar Value (A)	% Markup (B)	Extended Cost (C) = (A x B)
\$ 10,000.00		Т6

Total Cost for Initial Standing Offer Period: (T1 + T2 + T3 + T4 + T5 + T6) = \_\_\_\_\_

PRICING FOR OPTION PERIOD ONE (1) JAN 1, 2024 – DECEMBER 31, 2024

# 1) ANNUAL WINTER PREVENTATIVE MAINTENANCE (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		
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot		
		Т7			

# 2) SPRING START UP (SERVICE & INSPECTION)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Spring Start Up - Centrifugal Chillers	Lot	1 Lot		
2	Spring Start Up - Reciprocating Chillers	Lot	1 Lot		
		Т8			

## 3) MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	6		
		Т9			

# 4) SERVICE AS REQUIRED LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:00 p.m. Monday to Friday

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	100		
		T10			

## **LABOUR - OUTSIDE REGULAR HOURS**

Between 4:00 p.m. and 8:00 a.m. and weekends and holidays

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	50		
		T11			

5) MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Estimated Dollar Value	% Markup	Extended Cost (C)
(A)	(B)	= (A x B)
\$ 10,000.00		T12

Total Cost for Option Period One: (T7 + T8 + T9 +T10 + T11 + T12) =

## PRICING FOR OPTION PERIOD TWO (2) JAN 1, 2025 – DECEMBER 31, 2025

## 1) ANNUAL WINTER PREVENTATIVE MAINTENANCE (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		
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot		
		T13			

2) SPRING START UP (SERVICE & INSPECTION)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Spring Start Up - Centrifugal Chillers	Lot	1 Lot		
2	Spring Start Up - Reciprocating Chillers	Lot	1 Lot		
		T14			

# 3) MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	6		
		T15			

# 4) SERVICE AS REQUIRED LABOUR - REGULAR HOURS

Between. Monday to Friday

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	100		
				TOTAL	T16

## **LABOUR - OUTSIDE REGULAR HOURS**

Between 4:00 p.m. and 8:00 a.m. and weekends and holidays

It	em	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
	1	Journeyman Refrigeration Mechanic	Hour	50		
					TOTAL	T17

5) MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Estimated Dollar Value (A)	% Markup (B)	Extended Cost (C) = (A x B)
\$ 10,000.00		T18

Total Cost for Option Period Two: (T13 + T14 + T15 + T16 + T17 + T18) = \_\_\_\_\_

# PRICING FOR OPTION PERIOD THREE (3) JAN 1, 2026 – DECEMBER 31, 2026

## 1) ANNUAL WINTER PREVENTATIVE MAINTENANCE (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		
2	Annual Winter Maintenance - Reciprocating Chillers	Lot	1 Lot		
TOTAL				TOTAL	T19

## 2) SPRING START UP (SERVICE & INSPECTION)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Spring Start Up - Centrifugal Chillers	Lot	1 Lot		
2	Spring Start Up - Reciprocating Chillers	Lot	1 Lot		
TOTAL				TOTAL	T20

## 3) MAINTENANCE CHECKS (DURING OPERATIONAL PERIOD)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Perform up to 6 checks on Centrifugal Chillers and Reciprocating Chillers during the operational period.	Per Visit	6		
				TOTAL	T21

# 4) SERVICE AS REQUIRED LABOUR - REGULAR HOURS

Between 8:00 a.m. and 4:00 p.m. Monday to Friday

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	100		
				TOTAL	T22

## **LABOUR - OUTSIDE REGULAR HOURS**

Between 4:00 p.m. and 8:00 a.m. and weekends and holidays

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1	Journeyman Refrigeration Mechanic	Hour	50		
				TOTAL	T23

5) MATERIAL AND REPLACEMENT PARTS (except free issue and not included in the above) at laid down cost (which includes invoice and transportation costs, exchange, customs and brokerage charges) plus a mark-up (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes.

Estimated Dollar Value (A)	% Markup (B)	Extended Cost (C) = (A x B)
\$ 10,000.00		T24

Total Cost for Option Period Three: (T19 + T20 + T21 +T22 + T23 + T24) = _	
, –	

Total Cost for Initial Standing Offer Period \_\_\_\_\_\_

Total Cost for Option Period One (1) + \_\_\_\_\_

Total Cost for Option Period One (2) +
Total Cost for Option Period One (3) +
TOTAL COST for all periods =

# ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS

# **ELECTRONIC PAYMENT INSTRUMENTS**

The Offe	eror accepts to be paid by any of the following Electronic Payment Instrument(s)
	( ) VISA Acquisition Card;
	( ) MasterCard Acquisition Card;
	( ) Direct Deposit (Domestic and International);
	( ) Electronic Data Interchange (EDI);
	( ) Wire Transfer (International Only);
	( ) Large Value Transfer System (LVTS) (Over \$25M)

#### **ANNEX "F"**

### **INTEGRITY PROVISIONS**

- 1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for

default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **LIST OF NAMES:**

Bidders who are a 'sole proprietorship' must provide the name of the owner(s).

Bidders who are 'incorporated' must provide:

- a) a complete list of all persons who are owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a 'joint venture' must provide a complete list of Company names under the Joint venture with :

a) a complete list of all owners for each company OR
 b) a complete list all individuals who are on the current Board of Directors for each company
Bidders who are a 'society' or 'partnerships' do not need to provide names.

result in the cancellation of my bid as well as a determination of ineligibility/suspension.

#### ANNEX "G"

## **INSURANCE REQUIREMENTS**

The Offeror must provide a Certificate of Insurance that meets the following:

### A) 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.

Amd. No. - N° de la modif.

- 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: Her Majesty the Queen in the right of Canada as represented by the Minister.
  - 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.
  - Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- Mon-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

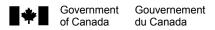
For other provinces and territories, send to:

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.

# ANNEX "H"

## **SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A		2 December Discotorate / Discotion of a factor of Discotion						
Originating Government Department or Organiza Ministère ou organisme gouvernemental d'origin	ation ie	I						
Agriculture and Agri-Food Canada		Corporate Management						
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3. b) Name and Address	s of Subcontractor / Nom et adresse du sous-traitant						
4. Brief Description of Work - Brève description du t	travail							
Maintenance and Repair of Chillers DISO								
5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan-	Goods? dises contrôlées?	V No Yes Oui						
	d military technical data subject to the provi							
Règlement sur le contrôle des données techniques?								
6. Indicate the type of access required - Indiquer le	·							
6. a) Will the supplier and its employees require ac Le fournisseur ainsi que les employés auront	ccess to PROTECTED and/or CLASSIFIED -ils accès à des renseignements ou à des b	information or assets? iens PROTÉGÉS et/ou CLASSIFIÉS?  No Yes iens PROTÉGÉS et/ou CLASSIFIÉS?						
(Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabl	Question 7. c)							
6. b) Will the supplier and its employees (e.g. clear	ners, maintenance personnel) require acces							
Le fournisseur et ses employés (p.ex. nettoye	eurs, personnel d'entretien) auront-ils accès	2. Branch or Directorate / Direction générale ou Direction Corporate Management  2. Branch or Directorate / Direction générale ou Direction Corporate Management  2. Branch or Directorate / Direction générale ou Direction Corporate Management  2. Branch or Directorate / Direction générale ou Direction Corporate Management  2. Branch or Director / Nom et adresse du sous-traitant  2. No Non Oui  2. No Non Oui  2. No Non Oui  3. No Non Oui  3. No Non Oui  4. No Non Oui  4. Non Oui  4. Non Oui  4. Non Oui  4. Non Oui  5. Non Oui  6. Non Oui  6. Non Oui  6. Non Oui  7. Coui  7. Ses a des renseignements ou à des biens PROTEGES et/ou CLASSIFIÉS?  8. Non Oui  9. Non						
L'accès à des renseignements où à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.								
S'agit-il d'un contrat de messagerie ou de livraison commerciales <b>sans</b> entreposage de nuit?  V Non  Oui								
7. a) Indicate the type of information that the suppl	lier will be required to access / Indiquer le ty	pe d'information auquel le fournisseur devra avoir accès						
Canada	NATO / OTAN	Foreign / Étranger						
7. b) Release restrictions / Restrictions relatives à	la diffusion							
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	Aucune restriction relative						
Not releasable À ne pas diffuser								
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :						
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays	: Specify country(ies): / Préciser le(s) pays :						
7 )								
7. c) Level of information / Niveau d'information	NATO LINOLAGOISISD	I DEDOTEOTED A FOI						
PROTECTED A PROTEGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A L						
PROTECTED B PROTEGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE							
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL							
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET							
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET							
TOP SECRET								
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)						

Security Classification / Classification de sécurité

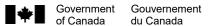




Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:	V No Yes Oui
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?	V No  Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS COTE DE FIABILITÉ  CONFIDENTIAL CONFIDENTIAL SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET NATO SECRET NATO CONFIDENTIEL	COSMIC TOP SECRET COSMIC TRÈS SECRET
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	e 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?	V No Yes 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	✓ No ✓ Yes
premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	Non Oui
CLASSIFIES?  11. b) Will the cumplior be required to refer used COMSEC information or coasts?	<u> </u>
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 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 matéria PROTÉGÉ et/ou CLASSIFIÉ?	No Yes Non □ Yes
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	No Yes
CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquem des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
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 Oui

| Canadä



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

## 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 Intenet), 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 récapitulaif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

SOMMANT CHART TABLEACTECATI															
Category Catégorie	PROTECTED CLASSIFIED PROTÉGÉ CLASSIFIÉ			NATO			COMSEC								
	Α	В	С	Confidential Confidentiel				Secret Restricted Confidential Secret Top	COSMIC Top Secret	Protégé		Confidential Confidential	Secret	Top Secret	
				Comidentiel		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		COSMIC Très Secret	А	ВС	Confidentier		Très Secret
Information / Assets Renseignements / Biens															
Production													<u> </u>		
IT Media Support TI													<u> </u>		
IT Link Lien électronique													<u>]                                    </u>		
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 PROTÉGÉ et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.															
12. b) Will the document 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 Oui								Yes Oui							
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments).  Dans l'affirmative, classifier 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).

Security Classification / Classification de sécurité

Canadä<sup>\*</sup>