

RETURN I Agriculture	BIDS TO: and Agri-Food Canada	Title: Chiller Maintenance Services				
Address:						
Attention:		Solicitation Number	Date of solicitation:			
Email:	aafc.escprocurement-	01B46-23-108	2023-08-24			
Linaiii	cseapprovisionnement.aac@agr.gc.ca	Solicitation Closes:	Time Zone:			
		At: 2:00pm	EDT			
REQUE	ST FOR PROPOSAL	On: 2023-09-25				
Proposal To: Agriculture and Agri-Food Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.		Address Enquiries to: aafc.escprocurement-cseapprovisionnement.aac@agr.gc.ca				
Comment	s.	Name: Jean-Francois Lema Email: jean-francois.lemay@				
comment	σ.	Telephone Number:	FAX Number:			
SITE VITE	:	343-571-9706				
Sentembe	r 7, 2023 at 10:00 AM (Ottawa, ON, Local Time)	Destination of Goods, Services a	nd Construction:			
Vendor/Firm Name and Address:		Central Experimental Farm 960 Carling Ave Ottawa, Ontario, K1A 0C6 Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.				
		Delivery required:	Delivery offered:			
		Vendor/Firm Name and Address:				
Issuing Or Agriculture	ffice and Agri-Food Canada					
2001 Robe	ervice Centre ert-Bourassa, QC.,H3A 3N2					
monti cal,		Name and title of person authoriz (type or print)	red to sign on behalf of vendor/firm			
		Signature				
		Date				

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirements Checklist.

1.2 Summary

Agriculture and Agri-Food Canada (AAFC) requires all-inclusive, comprehensive preventive maintenance and inspection done on its Chiller Equipment. AAFC has seven (7) chillers, four (4) main Centrifugal Chiller units, and three (3) Cannister Water-cooled Chillers located in buildings 20 and 22. All units are located on the Central Experimental Farm (CEF) in Ottawa.

1.2.1 Security requirements

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2022-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20):

Delete "Public Works and Government Services Canada" Insert "Agriculture and Agri-Food Canada".

Delete "PWGSC" Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

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

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

2.2 Submission of Bids

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

Bids will only be received electronically.

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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 Bidder a FPS in receipt of a pension? Yes () No ()

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority <u>no later than 5 calendar days</u> <u>before the bid closing date</u>. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Central Experimental Farm located at 960 Carling Ave., Ottawa, ON, K1A 0C6 on **September 7, 2023. The site visit will begin at 10h00 AM local time**.

Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows: -Section I: Financial Bid -Section II: Certifications

Section I: Financial Bid

The bidder must complete and sign Annex B (Basis of Payment). Prices shall not appear in any area of the proposal except in Annex B (Basis of Payment).

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive.

The responsive bid with the lowest total price for the 5 years will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond

its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.2.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work (Annex A).

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2035</u> (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- 1. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by AAFC;
- 2. 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;
- 5. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the AAFC;
- 6. The contractor/offeror must comply with the provisions of the Security Requirements Check List

7.4 Term of Contract

The period of the Contract is from December 1, 2023 to November 30, 2026.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-François Lemay Title: Procurement Officer Agriculture and Agri-Food Canada Address: 2001 Robert-Bourassa, Montréal, Québec, H3A 3N2 Telephone: 343-571-9706 E-mail address : jean-francois.lemay@agr.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: (will be provided at contract award)

Name: Title: Organization: Address: Telephone: E-mail address:

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

7.5.3 Contractor's Representative

(will be inserted at contract award)

Name:
Title:
Organization:
Address:
Telephone:
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</u> <u>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 Payment

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Rates in Annex B (Basis of Payment) for Work performed.

Payment will be made no more than once a month, following the submission of all invoicing documentation and upon acceptance by the Project Authority.

7.7.1 Direct Deposit

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada <u>Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)</u>.

Additional information is available at: www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

7.8 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.

Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 **Priority of Documents**

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

(a) the Articles of Agreement;

- (b) 2035 (2022-12-01), General Conditions Higher Complexity
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List ;

(f) the Contractor's bid dated ______. (will be inserted at contract award)

7.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 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 "<u>Dispute Resolution</u>".

ANNEX A - STATEMENT OF WORK

1. INTRODUCTION

Agriculture and Agri-Food Canada (AAFC) requires all-inclusive, comprehensive preventive maintenance and inspection done on its Chiller Equipment. AAFC has seven (7) chillers, four (4) main Centrifugal Chiller units, and three (3) Cannister Water-cooled Chillers located in buildings 20 and 22. All units are located on the Central Experimental Farm (CEF) in Ottawa.

2. OBJECTIVES

The Contract objective is to have an all-inclusive, comprehensive preventive maintenance and inspection done on all AAFC's Chiller Units (7 units) to assure continuous operation and to keep its cooling equipment to the highest possible standards of efficiency.

3. SCOPE OF WORK

All-inclusive, comprehensive preventive maintenance and inspection

- **3.1** The Contractor shall furnish all necessary tools, services, materials, and labour required to execute the work on the terms and conditions contained herein. All equipment must be inspected and maintained at minimum monthly or more frequently if required, to ensure uninterrupted and trouble-free operation of the equipment. The Contractor must provide the monthly inspection(s) and maintenance in compliance with the manufacturer's recommendations. Furthermore, the Contractor shall perform and/or provide the following:
 - a) all labour for inspections, leak testing, cleaning, lubrication, maintenance, and repairs;
 - b) all replacement parts, components, material, heat transfer medium (e.g. Glycol), refrigerant, all greases, oils, and lubricants;
 - c) mileage;
 - d) all related piping and valves, associated electrical and controls (including motor starters, variable speed drives and purge systems);
 - e) replace any defective system components with components matching the original supplier's specifications to ensure system integrity. Replacement components shall be new or manufacturer warranty "as new" rebuilt and approved by the Technical Authority or his delegate.
 - f) the full oil change and filter(s) shall be replaced at intervals as per the manufacturer's recommendations or more often if conditions indicate deterioration.
 - g) condenser tubes are to be inspected on each chiller once a year during the off-season, and cleaned as often as necessary to maintain proper heat transfer as per chiller's capacity. While the condensers are open for yearly cleaning and inspection, any leaking tubes are to be identified and repairs made accordingly. The Contractor must inform the Technical Authority when the annual tube maintenance is to be completed to allow the Technical Authority to inspect the unit prior to re-closing;
 - h) in the 3rd year of the Contract, a refrigerant sample from each chiller must be submitted for full chemical analysis.
 - i) each condenser must be submitted to an Eddy Current Test (electronic tube testing) once a year to determine the condition of the unit,
 - j) a complete leak test on all refrigeration systems must be performed quarterly. Leaking units must be reported immediately and repaired accordingly. All units must be leak free and tagged as such.
 - k) a full oil analysis for each chiller must be done using a sample taken prior to the oil change at the end of each cooling season, within the last month of chiller operation

(October),

- conduct two (2) tests of the Control Systems, the first test at the start of December and the second test at the start of July, this is to ensure all circuits and settings are properly adjusted to suit the requirements of the design capabilities of the system as originally furnished by the manufacturer.
- **3.2** The Contractor must maintain the equipment at its original performance level to provide conditions within the range required by the Department.
- **3.3** The Contractor must inform the Technical Authority or his delegate in writing within 24 hours of necessary repairs outside the scope of work. The Contractor must have the departmental representative approval before undergoing any work that is outside the scope of work.
- **3.4** At each regular maintenance visit, the contractor's technician must complete and sign the departmental form AAFC/AAC 4632(2003/08) Refrigeration and Air Conditioning System Service Report as well as the monthly checklists and the maintenance log for each piece of equipment covered under this contract.
- **3.5** The Contractor must report to the Technical Authority or his delegate before any visits other than regular maintenance and provide the reasons for the visit, as well as the estimated time frame for completion of the required work.

4. GENERAL REQUIREMENTS

4.1 Environment Protection: The Contractor must conform to all applicable environmental laws and regulations in effect, including the Federal Government's Halocarbons Regulations, FHR 2022 (SOR/2022-110).

During repairs or replacements, the Contractor must use closed-loop refrigerant recovery equipment to minimize refrigerant emissions. When pressurization is required, it must be accomplished by raising the temperature of the water in the evaporator. <u>The use of inert</u> gases is not permitted.

- **4.2 Protection of Surfaces and Roofing:** The Contractor must ensure against oil spills or damage to surfaces and roofing system by providing protection such as plywood or plastic under the equipment during service operations. In the event of an accidental spill, the Contractor must notify the departmental representative or his delegate immediately so that remedial action can be taken.
- 4.3 Emergency Calls: It is mandatory that all emergency calls be answered and a qualified mechanic must be on-site within <u>two hours</u> of receiving the call on a 24-hour, 7-day basis at no extra cost to AAFC. Work undertaken as a result of an emergency call shall not stop until the system is returned to safe operating condition.
- **4.4 Scheduling:** Preventive maintenance must be performed during regular working hours, Monday through Friday 7 am to 4 pm, excluding legal holidays. Within 30 days after contract award, the Contractor must provide a detailed schedule of preventive maintenance to be applied for the term of this contract. This schedule must contain and reflect the maintenance to be applied for the term of this contract and be based on the manufacturer's recommended maintenance and on the requirements of this Contract. The proposed schedule and all subsequent modifications must be approved by the Technical Authority or his delegate and shall form part of this Contract. Any change to the schedule must be submitted a minimum of three (3) working days before either the scheduled or the proposed date.
- **4.5 Diagrams:** All on-site documents such as schematic wiring diagrams, detailed adjustment procedures and detailed operational descriptions must remain on-site with the associated

equipment.

- **4.6 Exclusions:** The Contractor is not required to make renewals or repairs necessitated by reason of the negligent operation or misuse of the equipment by others or by reason of any other cause beyond his control except for normal wear of the equipment.
- **4.7 Apprentices:** Apprentices employed by the Contractor must be fully registered in a Tradesman Program and work under the direction of a Journeyman Mechanic. AAFC reserves the right to request proof of registration in a Tradesman Program at any time during the term of the contract.
- **4.8 Replacement in Personnel:** The Contractor must, before replacing any specific person named in the contract, provide notice in writing to the Departmental representative containing proof that the person has the required certification.
- **4.9 Replacement Components**: For the period of this contract, the Contractor must have access, at all times, to sufficient direct replacement parts to ensure immediate repair of any component which would render the system out of service or inaccessible to operator interaction. Failure to comply with these requirements will be assessed by the Department and may result in a reduction of contract payments relative to the duration and consequences of the "out of service" condition.
- **4.10 Warranty:** 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 His Majesty the King in Right of Canada. Guarantee to be dated from date of acceptance of work performed.
- **4.11 Disposal Procedures**: The contractor is responsible for disposing of used oil and oilcontaminated materials;

General

 Contractor is responsible for conforming with all federal and provincial legislation, with particular reference to the transport, storage, handling, accidental releases, and disposal of hazardous materials.

Waste Disposal

- Segregate waste accordingly.
- Ensure that hazardous and non-hazardous waste are separated and disposed of according to appropriate regulations.
- All hazardous and non-hazardous materials shall be removed from the work site and disposed of at licensed facilities and in accordance with Provincial Regulations.

Site Maintenance and Clean up

- Maintain the working area in an orderly manner and do not encumber with equipment, materials, or debris. Accumulations of waste materials that might constitute a fire hazard will not be permitted. Spillage from the Contractor's hauling vehicles on traveled public or private roads is to be promptly cleaned up. On completion of work, remove all waste materials.

5. DELIVERABLES

- a) Detailed report of the final year's full chemical analysis to be provided
- b) Complete report of the Eddy Current Test (electronic tube testing) for each condenser to be provided annually to the Technical Authority.
- c) The Contractor must provide a full oil analysis report for each chiller. The reports must include recommendations based on analysis data and manufacturer's guidelines. They are to be submitted no later than December 15th of each year, to the Technical Authority to permit any required corrective work to be performed during the off-season.

- d) Copies of regular maintenance reports and monthly checklists. Copies of these reports must be submitted with the monthly invoice covering the time period in which the associated maintenance occurred.
- e) Disposal of hazardous materials: Where available, provide waste disposal manifest or other documentation for all removed materials and equipment as proof it was sent and accepted by an approved provincially licensed facility.

All reports are to include:

- o date and time of inspection
- o building name and location
- mechanic's name and signature
- equipment identification (model and serial numbers)
- work performed
- o parts replaced
- condition of the equipment

6. DESCRIPTION OF SERVICED EQUIPMENT

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

ANNEX B - BASIS OF PAYMENT

All amounts must exclude taxes

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

YEAR 1 (December 1, 2023 to November 30, 2024)

MONTHLY RATE:

\$		

\$

TOTAL YEAR 1 (12 x Monthly Rate):

YEAR 2 (December 1, 2024 to November 30, 2025)

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

MONTHLY RATE:

\$_____

TOTAL YEAR 2 (12 x Monthly Rate): \$_____

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

YEAR 3 (December 1, 2025 to November 30, 2026)

MONTHLY RATE:

\$_____

\$

TOTAL YEAR 3 (12 x Monthly Rate):

OPTION YEAR 1 (December 1, 2026 to November 30, 2027)

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

MONTHLY RATE:

TOTAL OPTION YEAR 1 (12 x Monthly Rate):

\$_____

\$_____

Number of units	Bldg.	Make	Model	Serial Number	Year installed	Details
2	20	York	YTH1J3E2-CFR	YCAM857516 YCAM857332	1991	Refrigerant 123
2	20	Tandem Chiller Inc.	WX070D2V	0616-2135 0616-2136	2017	Refrigerant R410A
2	22	York	YTB2C1B2-CHE	YFXM543802 XFXM543803	1991	Refrigerant 123
1	22	Carrier	30H5040D100	619472	2018	Refrigerant R410A

OPTION YEAR 2 (December 1, 2027 to November 30, 2028)

MONTHLY RATE:

\$_____

\$_____

TOTAL OPTION YEAR 2 (12 x Monthly Rate):

5 YEARS TOTAL (3 Years + 2 Optional years)

SIGNATURE			
Signed at:(City and Province)	this	day of	2023.
Name and address of vendor/Company: (in	cluding Postal Co	ode)	
Name of bidder:			
Bidder's Position:			
Bidder's Signature:			

ANNEX C – SECURITY REQUIREMENT CHECKLIST

Government Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité Unclassified

	SECURITY REQUIREMENT	S RELATIVES À LA S			
PART A - CONTRACT INFORMATION / PARTIE		TUELLE			
1. Originating Government Department or Organiz			or Directorate / Direction généra		
Ministère ou organisme gouvernemental d'origin			ate Management Branch		
3. a) Subcontract Number / Numéro du contrat de N/A	sous-traitance 3. b) Nam		ntractor / Nom et adresse du sou	us-traitant	
4 Drief Description of Mark (Debug description de	4				
4. Brief Description of Work / Brève description du		and increation of th	- Contrifugal Chillor aguir	mont located on	
To provide a service contract for the p					
the Central Experimental Farm. There					
servicing as well as on a "as needed b	easis" for repairs. The con	tract would include	a 3 year contract with an o	option for two (2)	
additional one year extensions.					
5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan	dises contrôlées?			No Yes Non Oui	
5. b) Will the supplier require access to unclassifie	d military technical data subject	to the provisions of the	Fechnical Data Control	No Yes	
Regulations? Le fournisseur aura-t-il accès à des données		fiées qui sont assujetties	aux dispositions du	Non Oui	
Règlement sur le contrôle des données techr 6. Indicate the type of access required / Indiguer l					
6. a) Will the supplier and its employees require a	51 1		vr accete?		
Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in	-ils accès à des renseignements Question 7. c)	s ou à des biens PROTÉ		No Yes Non Oui	
(Préciser le niveau d'accès en utilisant le tabl 6. b) Will the supplier and its employees (e.g. clea			d access graps? No access	No Yes	
to PROTECTED and/or CLASSIFIED informa		equire access to restricte	u access areas? No access	No Yes Non Oui	
Le fournisseur et ses employés (p. ex. nettoy			s d'accès restreintes? L'accès		
à des renseignements ou à des biens PROTI					
6. c) Is this a commercial courier or delivery requir S'agit-il d'un contrat de messagerie ou de livr	ement with no overnight storage aison commercia l e sans entrep	e? oosage de nuit?		No Yes Non Oui	
7. a) Indicate the type of information that the suppl	ier will be required to access / I	ndiquer le type d'informa	tion auquel le fournisseur devra	avoir accès	
Canada	NATO / OTAN		Foreign / Étranger		
7. b) Release restrictions / Restrictions relatives à					
No release restrictions Aucune restriction relative	All NATO countries		No release restrictions Aucune restriction relative		
à la diffusion			à la diffusion		
Not releasable					
À ne pas diffuser					
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s)	Specify country(ies): / Précis	ser le(s) pays :	Specify country(ies): / Précise	erle(s)	
pays :			pays :		
7. c) Level of information / Niveau d'information					
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A		
	NATO NON CLASSIFIÉ		PROTÉGÉ A		
PROTECTED B	NATO RESTRICTED		PROTECTED B		
	NATO DIFFUSION RESTRE		PROTÉGÉ B		
PROTECTED C NATO CONFIDENTIAL PROTECTED C					
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL		
SECRET			SECRET		
TOP SECRET	COSMIC TRÈS SECRET		SECRET TOP SECRET		
			TRÈS SECRET		
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)		
			TRÈS SECRET (SIGINT)		



Government Gouvernement	Contract Number / Numéro du contrat								
of Canada du Canada	Security Classification / Classification de sécurité Unclassified								
PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :									
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No 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 co	ontrôle de la sécurité du personnel requis								
	DENTIAL SECRET TOP SECRET DENTIEL SECRET TRÈS SECRET								
	CONFIDENTIAL NATO SECRET COSMIC TOP SECRET CONFIDENTIEL NATO SECRET COSMIC TRÈS SECRET								
SITE ACCESS ACCÈS AUX EMPLACEMENTS									
Special comments: Commentaires spéciaux :									
REMARQUE : Si plusieurs niveaux de contrôle o	d, a Security Classification Guide must be provided. de sécurité sont requis, un guide de classification de la sécurité doit être fourni.								
10. b) May unscreened personnel be used for portions of the wo Du personnel sans autorisation sécuritaire peut-il se voir d	rk? confier des parties du travail?								
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escor	No Yes								
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURE	S DE PROTECTION (FOURNISSEUR)								
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS									
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou									
CLASSIFIÉS?									
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?									
PRODUCTION									
at the supplier's site or premises?	cation) of PROTECTED and/or CLASSIFIED material or equipment occur No Yes n (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ								
et/ou CLASSIFIÉ?									
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 electron information or data?	ically process, produce or store PROTECTED and/or CLASSIFIED								
	informatiques pour traiter, produire ou stocker électroniquement des								
 11. e) Will there be an electronic link between the supplier's IT syst Disposera-t-on d'un lien électronique entre le système inforr gouvernementale? 									





Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT OTÉC		CLASSIFIED CLASSIFIÉ				NATO					COMSEC					
	A	в	с	CONFIDENTIAL SECRET		SECRET	TOP SECRET	NATO RESTRICTE	D C	NATO ONFIDENTIAL	NATO Secret	COSMIC TOP SECRET	PROTECTED PROTÉGÉ		CONFIDENTIA	L SECRET	TOP SECRET	
				CONFID	ENTIEL		Très Secret	NATO DIFFUSIO RESTREINT		NATO ONFIDENTIEL		COSMIC TRÈS SECRET	A	в	с	CONFIDENTIE	iL	Tres Secret
Information / Assets																		
Renseignements / Biens Production	⊢	H	╞═┥		-					<u> </u>			╞╡	╞	╞═┥			
FIOUUCION																		
IT Media /																		
Support TI IT Link /			⊣		4		$ \square$		_	<u> </u>	$+ \square$	+ ⊣	⊣	┢	⊢			$+ \models -$
Lien électronique																		
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? 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 « Classification de sécurité » au haut et au bas du formulaire.									Yes									
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?								No Non	Oui Yes									
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, 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).																		

TBS/SCT 350-103(2004/12)





Contract Number / Numéro du contrat

Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION										
13. Organization Project Authority / C	hargé de projet de l'orç	ganisme								
Name (print) - Nom (en lettres moulé	Title – Titre		Digitally signed by Ranger, Robert DN: C=CA, O=GC, OU=AGR, CN="Ranger, Robert"							
Robert Ranger	Facility Ma	anager	Range	Ranger, Robert Reson: Lam bauthor of this document Location: Polate 2023.06.21 08.39:04-0400 Foxt PDF Editor Version: 12.1.2						
Telephone No Nº de téléphone 613-759-1802	té l écopieur	E-mail address - Adresse cour robert.ranger@agr.gc.ca		Date June 21, 2023						
14. Organization Security Authority /	Responsable de la séc	urité de l 'organ	lisme							
Name (print) - Nom (en lettres moulé	Title – Titre		Signature							
Haley Verge	SRCL Coc	ordinator								
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse courriel		Date					
r		haley.verge@agr.go	c.ca							
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? No Yes Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No Oui										
16. Procurement Officer / Agent d'ap	provisionnement									
Name (print) - Nom (en lettres moulé	Title – Titre Procureme	ent/Contracts Officer	Signature							
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date					
17. Contracting Security Authority / Autorité contractante en matière de sécurité										
Name (print) - Nom (en lettres moulé	Title – Titre		Signature							
Telephone No Nº de téléphone	té l écopieur	E-mail address - Adresse co	Date							

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