

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

- 1.1 Security Requirements
- 1.2 Statement of Requirement
- 1.3 Trade Agreements
- 1.4 Debriefings

### PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### PART 5 – CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award and Additional Information

### PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirements
- 6.2 Statement of Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Proactive Disclosure of Contracts with Former Public Servants
- 6.7 Payment
- 6.8 Invoicing Instructions
- 6.9 Certifications
- 6.10 Applicable Laws
- 6.11 Priority of Documents
- 6.12 Excess Goods
- 6.13 Liability
- 6.14 Government Property
- 6.15 Insurance

### ANNEX A

### STATEMENT OF REQUIREMENT

Attachment 1 to Annex A  
Attachment 2 to Annex A  
Attachment 3 to Annex A

Group A – Food Services Smallwares  
Health and Safety Plan  
Floor Plan Group A

### ANNEX B

### BASIS OF PAYMENT

Solicitation No. - N° de l'invitation  
EP756-160341/B  
Client Ref. No. - N° de réf. du client  
EP756-160341

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EP756-160341

Buyer ID - Id de l'acheteur  
012PPS  
CCC No./N° CCC - FMS No./N° VME

---

Attachment 1 to Annex B

Financial Bid Presentation Sheet

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

ANNEX 1 to PART 4

TECHNICAL EVALUATION

ANNEX 1 to PART 5

BID SOLICITATION, FEDERAL CONTRACTORS PROGRAM  
FOR EMPLOYMENT EQUITY - CERTIFICATION

---

## PART 1 - GENERAL INFORMATION

### 1.1 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 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - 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 Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.2 Statement of Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

Bidders have the option to bid on the entire group or any items within the group. The basis of evaluation consists of two (2) stages. In Stage 1, all responsive bids for groups will be evaluated first. The responsive bid with the lowest evaluated price by group will be recommended for award of a contract.

If there are no responsive bids for an entire group, the Stage 2 evaluation will be performed. In Stage 2 responsive bids for each item will be evaluated individually. The responsive bid(s) with the lowest evaluated price by item will be recommended for award of a contract.

### 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.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.

### 1.5 Definitions

Throughout the document, the following terms are used:

**Product or Products:** Also refers to "goods", "items" or "components". This means the goods to be supplied, delivered, and installed, if applicable. These terms are interchangeable.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### **2.1.1 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

#### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.3 Former Public Servant – Competitive Bid

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all 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 Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Bidders Conference**

A bidders' conference will be held in Downtown Ottawa, Ontario on November 18, 2015. The conference will be from 1:00 p.m. EDT to 2:30 p.m. EDT. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative. The Bidders Conference is not mandatory.

Bidders that are not able to attend this event may participate via telephone conference.

If attending in person and/or participating via telephone, Bidders must confirm attendance with the Contracting Authority before the conference. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 4:00 p.m. EDT, November 12, 2015.

The location of the Bidders Conference and the coordinates for the telephone conference will be sent directly to the confirmed participants only.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (3 hard copies and 1 soft copy on either CD or USB stick)
- Section II: Financial Bid (2 hard copies and 1 soft copy on either CD or USB stick)
- Section III: Certifications (2 hard copies and 1 soft copy on either CD or USB stick)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Sections II and III may be submitted on the same CD or USB stick

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Bidder should clearly identify if it is submitting a bid for:

- a) a specific group(s); or
- b) a specific line item(s) within a group; or
- c) both group(s) as well as specific line item(s) within a group.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment (Financial Bid Presentation Sheet). Bidders must input firm unit prices, in Canadian dollars. The firm unit prices must include required services (Site Supervisor and Contractor Representative, delivery, and installation (where applicable)), customs duties and excise taxes. The firm unit prices are to exclude Applicable Taxes.

### Stage 1: Bidding by Group

All responsive bids for an entire group- will be evaluated first. The responsive bid(s) with the lowest evaluated price by group will be recommended for award of a contract.

- (a) Bidders must use the Financial Bid Presentation Sheet (Attachment 1 to Annex "B") to submit their financial proposal.
- (b) To submit a bid for the entire group, the Bidder can use the main page to navigate within the spreadsheet for goods and for the associated optional services.
- (c) Bidders must populate the "Unit Price **BY GROUP**" column in the spreadsheet for their bid to be considered responsive. The "Extended Pricing **BY GROUP**" will populate automatically based on the quantity of goods required.
- (d) Unit prices must include the following: the Site Supervisor, Contractor Representative, delivery, installation, customs duties, and excise taxes. Applicable taxes must be excluded.
- (e) Bidders can use the "Optional Services" navigation button associated with the group they are bidding against to submit their firm unit prices for the optional services such as prices for Site Supervision and the Contractor's Representative, etc.
- (f) Bidders can use the navigation button to return to the main page of the Financial Bid Presentation Sheet at any time.

If there are no responsive bids for the entire group, Stage 2 evaluation will be performed.

### Stage 2: Bidding by Item

All responsive bids for items will be evaluated individually. The responsive bid(s) with the lowest evaluated price by item will be recommended for award of a contract.

- (a) Bidders must use the Financial Bid Presentation Sheet (Attachment 1 to Annex "B") to submit their financial proposal.
- (b) To submit a bid by item, the Bidder can use the main page to navigate within the spreadsheet for goods and for the associated optional services.
- (c) Bidders must populate the "Unit Price for **BY ITEM** Bidding" column in the spreadsheet for their bid to be considered responsive. The "Extended Pricing for **BY ITEM** bidding" will populate automatically based on the quantity of goods required.
- (d) Unit prices must include the required services (Site Supervisor and Contractor Representative), delivery, installation customs duties and excise taxes. Applicable taxes must be excluded.
- (e) Bidders can use the "Optional Services" navigation button associated with the group they are bidding against to submit their firm unit prices for the optional services such as prices for Site Supervision and the Contractor's Representative, etc.
- (f) Bidders can use the navigation button to return to the main page of the Financial Bid Presentation Sheet at any time.

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 3.1.1 Exchange Rate Fluctuation



The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) Upon meeting the mandatory technical and financial criteria, bids will be financially evaluated in 2 stages:
  - Stage 1 – By Group
  - Stage 2 – By Item.If there are no compliant or successful bid(s)/bidder(s) for Stage 1, Stage 2 will then be performed.
- (c) An evaluation team composed of representatives of Canada and Consultants will evaluate the bids.
- (d) To be responsive, Bidders MUST respond to the technical and financial evaluation criteria below.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

###### **Mandatory Technical Criteria**

Item	Description
MTC 1	<p>The Bidder must indicate their proposed product. The Bidder must use Annex 1 to Part 4 Technical Evaluation.</p> <p>When proposing the listed product(s), Bidders must indicate a “Yes” in the “Listed Products Provided?” column. Bidders are not required to complete the following columns: “Product Number/Description”; “Manufacturer”; “Colour/Finish”; and “Substantiation”.</p> <p>When proposing an equivalent product(s), the Bidder must indicate a “No” in the “Listed Products Provided?” column. Bidders must provide the following information for their proposed equivalent products: “Product Number/Description”; “Manufacturer”; “Colour/Finish”; and “Substantiation”.</p> <p>To substantiate, Bidders must demonstrate compliance with each of the specifications in the “Specifications for Equivalent Products”, found in Attachments 1a-1f to Annex A.</p>

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Item	Description
------	-------------

MFC 1	The Bidder must submit a price(s) or rate(s) in Canadian currency for the goods and services for which it is submitting a bid using Annex "B" Basis of Payment (Financial Bid Presentation Sheet).
-------	--

#### 4.1.2.2 Evaluation of Price - Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm unit prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. Foreign-based bidders must submit firm unit prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### 4.2 Basis of Selection

- 4.2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid(s) with the lowest evaluated price(s) will be recommended for award of a contract.

- 4.2.2 There will be two (2) stages of selection: Stage 1 - By Group and Stage 2 - By Item.

Stage 1 - By Group: All responsive bids for the entire group will be evaluated first. The responsive bid with the lowest evaluated price by group will be recommended for award of a contract.

If there are no responsive bids for the entire group, Stage 2 evaluation, below, will be performed.

Stage 2 - By Item: All responsive bids for individual items will be evaluated by item. The responsive bid with the lowest evaluated price by item will be recommended for award of a contract.

- 4.2.3 If a Bidder is recommended for award of contract more than once, a single contract will be awarded.
- 4.2.4 In an event of a tie, a mutually agreed selection methodology will be determined (e.g. coin toss).

4.2.5 For the purposes of determining the Bidder's Evaluated Price(s), the optional goods and services are excluded.

4.2.6 Below is an example of the basis of selection process.

**Table 1 – Scenario 1**

Requirement	Quantity	Prices (per piece)		
		Bidder A	Bidder B	Bidder C
Chafing Dish	2	\$100 (\$50 x 2)	\$90 (\$45 x 2)	\$70 (\$35 x 2)
Table Skirt	3	\$75 (\$25 x 3)	\$60 (\$20 x 3)	\$90 (\$30 x 3)
Cooler	1	\$50	\$70	\$65
Plates	2	\$10 (\$5 x 2)	\$10 (\$5 x 2)	\$10 (\$5 x 2)
Tray	1	\$20	Did not bid	\$25
Bidder's Evaluated Price		\$255	Non-Compliant	\$260

Notes: Bidders A and C met the technical evaluation criteria. Bidder B did not provide a product for the Tray, therefore, Bidder B was not considered for Stage 1 – By Group evaluation. All prices include the Contractor's Representative, the Site Supervisor, the supply, delivery, installation and the customs duties and excise taxes.

In the above scenario, using Stage 1 – By Group evaluation, Bidder A has the lowest evaluated price. Therefore, Bidder 1 will be recommended for award of contract.

**Table 2 – Scenario 2**

Requirement	Quantity	Prices (per piece)		
		Bidder A	Bidder B	Bidder C
Chafing Dish	2	\$100 (\$50 x 2)	\$90 (\$45 x 2)	\$70 (\$35 x 2)
Table Skirt	3	Did not bid	\$60 (\$20 x 3)	\$90 (\$30 x 3)
Cooler	1	\$50	\$70	Did not bid
Plates	2	\$10 (\$5 x 2)	\$12 (\$6 x 2)	\$10 (\$5 x 2)
Tray	1	\$20	Did not bid	\$25

Notes: 1) All bidders did not provide a bid price on certain items. There were no responsive bids for the entire group, therefore, Stage 1 – By Group will not be performed. All bidders met the technical evaluation criteria. All prices include the Contractor's Representative, the Site Supervisor, the supply, delivery, installation and the customs duties and excise taxes.

Based on Stage 2 – By Item evaluation, the following Bidders have the lowest evaluated prices. Therefore, each Bidder will be recommended for award of contract for the specific item.

Chafing Dish: Bidder C has the lowest evaluated price. Therefore, Bidder C will be recommended for award of contract for this item.

Table Skirt: Bidder B has the lowest evaluated price. Therefore, Bidder B will be recommended for award of contract for this item.

Cooler: Bidder A has the lowest evaluated price. Therefore, Bidder A will be recommended for award of contract for this item.

Plates: Bidders A and C have the lowest price. The Contracting Authority and all Bidders have mutually agreed to determine the successful Bidder through a coin toss. The winner of the coin toss will be recommended for award of contract for this item. For example purposes, Bidder C is the successful Bidder.

Tray: Bidder A has the lowest evaluated price. Therefore, Bidder A will be recommended for award of contract for this item.

As a result of Stage 2 – By Item, the following contracts will be recommended for award:

Bidder A - for the Cooler and Tray.

Bidder B – for the Table Skirt.

Bidder C – for the Chafing Dish and Plates.

## **PART 5 - CERTIFICATIONS**

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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

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

---

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

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

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex 1 to Part 5 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

---

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

**6.1.1** The Contractor/Offeror personnel requiring access to secure work site(s) must, at all times during the performance of the Contract/Standing Offer, **EACH** hold a valid **SITE ACCESS** Clearance, granted or approved by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

**6.1.2** The Contractor/Offeror must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex C.

### 6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Statement of Requirement" at Annex "A".

#### 6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, up to 20% of the contract value or a quantity of one (1), services or both described at Annex "A" Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Modifications to 2010A (2015-07-03), General Conditions - Goods (Medium Complexity)

**6.3.2.1** At paragraph 1 of section 09 of General Conditions 2010A (2015-07-03),

DELETE the second sentence: "The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period", whichever is longer."

INSERT the following second sentence: "The warranty period will be twelve (12) months from the date of delivery and acceptance of the Work or until April 30, 2017, whichever is longest."

**6.3.2.2** At section 09 of General Conditions 2010A (2015-07-03), INSERT the following paragraphs:

"4. Transfer of warranty: Without restricting any warranty implied or imposed by law or contained in the Contract, the Contractor agrees to transfer or to assign to Canada, or to another entity at the direction of Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the warranty period stipulated in paragraph 1, above.

5. The Contractor must provide to Canada, prior to acceptance of the Work, a list of all extended warranties and guarantees referred to in paragraph 4, above."

## **6.4 Term of Contract**

### **6.4.1 Delivery Date**

All the deliverables must be received (delivered and installed, if applicable) between January 1, 2016 and April 30, 2016. Refer to the Schedule, in Annex "A" Statement of Requirement.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ian Arboleda  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
222 Queen Street  
Ottawa, ON K1A 0S5

Telephone: 613-990-4232  
Facsimile: 613-990-4447  
E-mail address: pwgsc.ppd-dcp.tpsgc@tpsgc-pwgsc.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.

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
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.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

## 6.6 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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.2 Multiple Payments

Canada will pay the Contractor, no more than once a month, upon completion and delivery of units in accordance with the payment provisions of the Contract if:



- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.7.3 Taxes - Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### **6.7.4 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.8 Invoicing Instructions**

1. 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 to the following two email addresses:  
TO: (to be inserted at contract award)  
CC: (to be inserted at contract award)

#### **6.9 Certifications**

##### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor (if applicable)**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **6.10 Applicable Laws**

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

#### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity);
- (c) Annex A Statement of Requirement;
- (d) Annex B: Basis of Payment;
- (e) Annex C: Security Requirement Checklist;
- (f) Annex 1 to Part 5, Federal Contractors Program for Employment Equity - Certification; and
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" **or** ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))

#### **6.12 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

#### **6.13 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

---

## ANNEX A

### STATEMENT OF REQUIREMENT

#### Food Services Smallwares

##### Background

Public Works and Government Services Canada (PWGSC) is renovating the Wellington Building located at 180 Wellington Street, Ottawa, Ontario. The Wellington Building is a seven-story structure (a penthouse, mezzanine, six (6) floors and two (2) basement levels).

##### Requirement

PWGSC has a requirement for a Contractor to supply and deliver all components listed in Attachment 1 to Annex A Building Components List - Food Services Smallwares. All components are to be delivered to 180 Wellington Street, Ottawa, Ontario.

The applicable responsibilities and deliverables related to install will apply only to those specified in component list, Attachment 1 to Annex A.

##### Schedule

All components shall be delivered and installed between January 1, 2016 to April 30, 2016.

The delivery window may be extended due to construction delays. Beyond April 30, 2016, storage fees may be applicable.

By December 2015, two (2) coordination meetings will take place between the Project Authority and the Contractor to schedule delivery dates. The tentative delivery dates will be scheduled within a two (2) week period between January 01, 2016 to April 30, 2016. The delivery dates are approximate only and may be subject to change.

The final date and time of delivery will be confirmed by the Project Authority ten (10) calendar days in advance. The schedule for deliveries shall include considerations for site and loading dock constraints, volume of deliveries, and resource constraints regarding reviews and acceptances.

##### Contractor Responsibilities and Tasks

1. The Contractor must assign a representative to be the sole contact with the Project Authority.
2. The named Contractor Representative must be available (through conference call or on-site) for all meetings. In addition, the Contractor Representative must be available for weekly coordination meetings during the delivery period.
3. The named Contractor Representative will be responsible for the following:
  - a) to schedule deliveries and installation;
  - b) to ensure the Contractor's security clearances and health and safety training is acquired as required;
  - c) to track and address component deliveries, deficiencies and acceptance; and
  - d) to provide installation instructions for components to be installed by a third party.
4. The named Contractor Representative must respond to telephone and e-mail contact by the Project Authority and Contract Authority within 24 hours.

5. The named Contractor Representative must be available to address issues relating to warranty.
6. The minimum level of service required of the Contractor is detailed below:
  - a. Coordinate deliveries and installation with the Project Authority
  - b. Assemble components off-site, as required.
  - c. Uncrate product in designated staging area, as required.
  - d. Inspect product for damage with Project Authority and Technical Authority
  - e. Install product, as required.
  - f. Clean product once installed, as required.
  - g. Inspect installation with Project Authority and Technical Authority
  - h. Make minor adjustments / repairs as required
  - i. Remove and recycle all waste material, as required.
  - j. Clean up the installation site. The site must present a neat and orderly appearance at all times
7. If necessary, the Contractor shall provide storage for any or all the items confirmed for delivery.

### Specific Instructions

1. For all components to be supplied and delivered by the Contractor and installed by a third party, the Contractor must ensure installation instructions are provided thirty (30) days after contract award to the Project Authority. Components must be assembled and delivered as required to the 180 Wellington loading dock with a packing slip.
2. For components to be installed by the Contractor, the location of components for each of these floors is available in Attachment 3 to Annex A, Floor Plans. The Contractor will be responsible to take the necessary steps to ensure all interior finishes i.e., door frames, flooring finishes, elevators, etc. are protected against damages. The Project Authority will also be present to direct the relocation of components from the loading dock to final locations. Floor plans for Group A and E are intentionally left blank.
3. It is the intent to deliver and install components floor by floor using a phased approach while construction and commissioning activities are completed.
4. Deliveries and installations are only to be performed during regular hours between 6:00am-6:00pm, Monday to Friday and excluding statutory holidays, using the 180 Wellington loading dock. For components to be installed by the Contractor, all delivered materials are to be moved from the loading dock to their respective locations by 6:00pm each day.
5. The Contractor must ensure that each driver coming to site reviews and understands the Traffic Control Plan on page 10 of the Health and Safety Plan, Attachment 2 to Annex A, prior to the delivery being made.
6. The Contractor must include a packing slip with all deliveries that contains the following information:

Delivery Date

Contract Title and Number

Contractor's Name and Address

Identification of Submission

- Provide a checklist of items delivered as listed under the Commercial and Household Goods lists, Attachments 1a to 1f to Annex A;
- Provide total quantity of item(s) delivered; and

- Provide total quantity of items delivered to date versus remaining quantities to be delivered.

7. For components to be installed by the Contractor, the Contractor must have a designated supervisor on site while the work is being carried out.

## Health and Safety

### General

During deliveries, the site will be under construction. All construction Health and Safety regulations must be observed by the Contractor.

EllisDon as Construction Manager, assumes the role of "Constructor" as defined in the Occupational Health and Safety Act and Regulations for construction Projects and is fully responsible for ensuring compliance with OSHA for all aspects of the Project.

The Contractor must comply with the EllisDon Health and Safety Procedures and Policy described below and attached in Attachment 2 to Annex A.

A Site Orientation Course will be provided through the Project Authority to all of the Contractor's personnel required to access the worksite (beyond the loading dock).

All personnel accessing the site (beyond the loading dock) are required to have a valid WHMIS and Basics Fall Protection training cards during their time on site. Copies of the training cards will be taken by EllisDon at the site orientation course.

Personnel accessing site will be required to obtain a valid site access card processed through EllisDon.

The Construction Manager complies with and enforces the requirements of:

The National Building Code of Canada 2005 (NBC), Part 8 Safety Measures at Construction and Demolition Sites and Provincial Regulations for Construction Projects.

The Designated Substances Report

The Workplace Hazardous Materials Information Systems (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labeling and the provision of Material Safety Data Sheets (MSDS) acceptable to Human Resources and Skills Development Canada, Labor Program.

## Inspection, Acceptance and Deficiency Procedures

1. Inspection

The Contractor must adhere to the following inspection process and deficiency procedure:

- 1.1 At Contractor's Premise

The Project Authority reserves the right to visit the Contractor's premise for products to be assembled off-site and delivered to the loading dock.

- 1.2 Inspection Upon Delivery

The Project Authority and Technical Authority, will inspect all products arriving on-site.

### 1.3 Inspection Upon Completion of Installation

The Project Authority and Technical Authority will perform the inspection within five (5) business days after notification of the completed installation.

### 2. Deficiencies and Acceptance

The Project Authority, with input from the Technical Authority, will prepare an inspection report documenting any deficiencies. If there are no deficiencies, the Project Authority will provide the Contractor with a sign-off that the work is accepted.

- 2.1 The inspection report will be forwarded to the Contractor no later than ten (10) business days after delivery and installation.
- 2.2 For all outstanding deficiencies, the Contractor must submit a deficiency rectification plan with delivery dates and completion dates, within five (5) business days from receipt of the inspection report. The deficiency rectification plan will be reviewed at the weekly coordination meetings with the Project Authority.
- 2.3 The Contractor must notify the Project Authority when all the deficiencies have been rectified.
- 2.4 A rectified deficiencies inspection will be coordinated by the Project Authority with the Technical Authority and the Contractor. Once all rectified deficiencies pass final inspection, the Project Authority will provide the Contractor a final sign-off that the work is accepted.

### Business Environment

- 1. The delivery address, 180 Wellington Street, is under construction. The area for delivery and installation are designated as construction sites.
- 2. One (1) loading dock serves the entire building. The maximum size of delivery trucks is to be limited to 22 foot length (e.g. 5 ton truck). There will be no opportunity for maneuvering the contents of the delivery vehicle while at the loading dock. The item(s) to be delivered must be the first accessible item(s) in the delivery vehicle.
- 3. The Wellington Building has two (2) freight elevators. They will be available for transportation of materials to the floors during the times noted above. Elevator: inside dimensions, Length 2675mm by Width 1700mm by Height 2745mm, clear opening (elevator door), Width 1219mm by Height 2133mm. One (1) elevator has a 600mm high doghouse the width of the cab. Use of the elevator must be coordinated with the Project Authority.
- 4. Deliveries and Inspection are to be conducted during specified hours of work only, as indicated in the Specific Instructions.

### Constraints

- 1. The Contracting Authority will confirm to the Contractor if there is a security requirement associated with the requirement. The Contractor must ensure security clearance requests are submitted within thirty (30) days of contract award.
- 2. The Sparks Street entrance must never be used for removals, staging, assembly, or deliveries.

### Language of Work and Deliverables

Solicitation No. - N° de l'invitation

EP756-160341/B

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

EP756-160341

Amd. No. - N° de la modif.

File No. - N° du dossier

EP756-160341

Buyer ID - Id de l'acheteur

012PPS

CCC No./N° CCC - FMS No./N° VME

---

The Contractor must be able to communicate in both official languages, French and English. All deliverables, i.e. reports, must be in English.

Solicitation No. - N° de l'invitation

EP756-160341/B

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

EP756-160341

Amd. No. - N° de la modif.

File No. - N° du dossier

EP756-160341

Buyer ID - Id de l'acheteur

012PPS

CCC No./N° CCC - FMS No./N° VME

---

**Attachment 1 to Annex A**

**Food Services Smallwares List**

**(Please refer to PDF attachments.)**



Solicitation No. - N° de l'invitation

EP756-160341/B

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

EP756-160341

Amd. No. - N° de la modif.

File No. - N° du dossier

EP756-160341

Buyer ID - Id de l'acheteur

012PPS

CCC No./N° CCC - FMS No./N° VME

---

## **Attachment 2 to Annex A**

### **Health and Safety Plan**

**(Please refer to PDF attachment.)**

Solicitation No. - N° de l'invitation

EP756-160341/B

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

EP756-160341

Amd. No. - N° de la modif.

File No. - N° du dossier

EP756-160341

Buyer ID - Id de l'acheteur

012PPS

CCC No./N° CCC - FMS No./N° VME

---

**Attachment 3 to Annex A**

**Floor Plan**

**(Please refer to applicable attachment.)**

## **ANNEX B**

### **BASIS OF PAYMENT**

The basis of payment shall be firm unit prices, GST/HST extra, in Canadian dollars. Canadian customs duties and excise taxes are included.

Please refer to the Microsoft Excel attachment entitled Attachment 1 to Annex B - Financial Bid Presentation Sheet.

Note: The optional goods and services will not be included in the evaluated price. The firm unit prices in Annex B BASIS OF PAYMENT (Financial Bid Presentation Sheet) will apply to the optional goods.

Definition of a Day: A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the daily rate will be prorated to reflect the actual time worked.

Hours worked X firm per diem rate  
7.5 hours

#### **Disbursements and Travel Time**


The all-inclusive firm rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent traveling to locations. Accordingly, separate billing of any items related to the routine cost of doing business or time spent traveling shall not be permitted under any resulting contract.

#### **HST**

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

## ANNEX C

### SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada		<b>RECEIVED</b> MAY 26 2015		Contract Number / Numéro du contrat EP756160341	
				Security Classification / Classification de sécurité UNCLASSIFIED	
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>					
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>					
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada		2. Branch or Directorate / Direction générale ou Direction PPB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant			
4. Brief Description of Work / Brève description du travail Purchase of food service equipment and smallwares utilized for cafeterias, cooking and refrigeration for the Wellington Rehabilitation Project.					
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui					
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui					
6. Indicate the type of access required / Indiquer le type d'accès requis					
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui					
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui					
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui					
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès					
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion					
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information					
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>		SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>				TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

EP756160341

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? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS  
COTE DE FIABILITÉ

☐ CONFIDENTIAL  
CONFIDENTIEL

☐ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET- SIGINT  
TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ 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 fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

EP756160341

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

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

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

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET  COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

---

## ANNEX 1 to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

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

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)