



RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

Canada Border Services Agency (CBSA)
Bid Receiving Unit (BRU)
333 North River Road, Tower A
Mailroom, Main floor
Ottawa, Ontario K1A 0L8
343-291-6384

The BRU is open from Monday to Friday inclusively, between the hours of 07:30 to 15:30, excluding Statutory Holidays. We invite Bidders to send an email to confirm their bid submission at CBSA-ASFC.Solicitations-Demandes\_de\_soumissions@cbsa-asfc.gc.ca.

Agence des services frontaliers du Canada (ASFC)
Module de réception des soumissions (MRS)
333 Chemin North River, Tour A
Salle du courrier, Rez-de-chaussée
Ottawa, Ontario K1A 0L8
343-291-6384

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 7h30 à 15h30, à l'exclusion des jours fériés. Nous invitons les soumissionnaires à envoyer un courriel pour confirmer le dépôt de leur soumission à CBSA-ASFC.Solicitations-Demandes\_de\_soumissions@cbsa-asfc.gc.ca.

Request for Proposal
Demande de proposition

Proposal to: Canada Border Services Agency (CBSA)
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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence des services frontaliers du Canada (ASFC)

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT - LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Issuing Office - Bureau de distribution

CBSA / ASFC
355 Ch. North River Road, 17th Floor - 17ième étage
Ottawa ON K1A 0L8

Table with 2 columns: Solicitation No. - N° de l'invitation (1000339246) and Date (September 10, 2018)

Table with 2 columns: Solicitation Closes - L'invitation prend fin (September 11, 2018) and Time Zone - Fuseau horaire (EST, EDT, HAE)

F.O.B. - F.A.B.
Plant-Usine: [ ] Destination: [x] Other - Autre: [ ]
Address Enquiries to - Adresser toutes questions à:
All communications related to this solicitation must be sent to:
EMAIL: CBSA-ASFC.Solicitations-Demandes\_de\_soumissions@cbsa-asfc.gc.ca
Attn: Nancy Cleroux
Telephone No. - No de téléphone: 343-291-5727 FAX No. - No de télécopieur :
Destination - of Goods and or Services:
Destination - des biens et ou services :
Canada Border Services Agency (CBSA) -
Agence des services frontaliers du Canada (ASFC)

Instructions: See Herein - Voir aux présentes

Table with 2 columns: Delivery Required - Livraison exigée and Delivery Offered - Livraison proposée
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur:
Telephone No. - No de téléphone: FAX No. - No de télécopieur :

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)
Signature Date



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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable to this requirement.

### 1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### 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. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by email at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)

### 1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).



## 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) (<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](#) (2018-05-22) 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

### 2.2 Submission of Bids

Bids must be submitted only to the Canada Border Services Agency (CBSA) Bid Receiving Unit by the date and time 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 Improvements to 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 **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 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 [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 five (5) 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 Quebec.

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.



## 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 (three (3) hard copies and one (1) soft copy on CD, DVD or USB key)

Section II: Financial Bid (one (1) hard copy and one (1) soft copy on CD, DVD or USB key)

Section III: Certifications (one (1) hard copy and one (1) soft copy on CD, DVD or USB key)

If there is a discrepancy between the wording of the soft copy on electronic media 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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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, and
- (c) use a page numbering system.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - **Attachment 1 to Part 3** with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of **Attachment 1 to Part 4**, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its





proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of **Attachment 1 to Part 4**, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment provided in **Attachment 2 to Part 4** of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

### 3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 2 to Part 3 - Electronic Payment Instruments**, to identify which ones are accepted.

If **Attachment 2 to Part 3 - Electronic Payment Instruments** is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

## Section III: Certifications

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



**ATTACHMENT 1 to PART 3 OF THE BID SOLICITATION**

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN)  <b>Note to Bidders:</b> Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>	



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Solicitation No. - N° de l'invitation : 1000339246

Signature of Authorized Representative of Bidder	
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## ATTACHMENT 2 to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);



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## 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) An evaluation team composed of representatives of Canada will evaluate the bids.

In addition to any other time periods established in the bid solicitation:

- i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have three (3) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
  - A. verify any or all information provided by the Bidder in its bid; or
  - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, The Bidder must provide the information requested by Canada within three (3) working days of a request by the Contracting Authority.
- iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in [Attachment 1 to Part 4 - Bid Evaluation Criteria](#).

### 4.2 Basis of Selection

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



## ATTACHMENT 1 to PART 4 OF THE BID SOLICITATION

### Bid Evaluation Criteria

The bid must meet the mandatory technical criteria set out below. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Item No.	Mandatory Technical Criteria (MT)	MET/ NOT MET
MT1	<p>The Bidder must be recognized by manufacturers of commercial kitchen equipment, and its technicians must hold valid certificates of qualification for the entire contract period.</p> <p>The Bidder must provide a legible list of certifications in English or in French with its bid.</p>	
MT2	<p>The Bidder must have an expert certified with two (2) manufacturers authorizing him or her to perform maintenance and repairs on the equipment identified in Appendix A.</p> <p>The Bidder must provide a legible list of certifications in English or in French with its bid.</p>	
MT3	<p>The Bidder must have at least three (3) years of experience at the bid closing date in the maintenance and repair of refrigerated equipment.</p> <p>The Bidder must provide two (2) references to show that similar services were provided in the last three (3) years.</p> <p>Each reference must contain the following information:</p> <ul style="list-style-type: none"><li>a) Name of client organization</li><li>b) Project lead (name, title, telephone number and email address)</li><li>c) Brief description of services provided</li><li>d) Start and end dates of the work.</li></ul>	



## ATTACHMENT 2 to PART 4 OF THE BID SOLICITATION

### Pricing Schedule

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a Contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a Contract.

#### 1. Equipment Inspections: on a quarterly basis

Description	Estimated Quantity	Firm Price	Estimated Cost
Initial Period (1 year)	1	\$	\$
1 <sup>st</sup> Option Period - 1 year	1	\$	\$
2 <sup>nd</sup> Option Period - 1 year	1	\$	\$
<b>Total Estimated Cost, excluding applicable taxes</b>			<b>\$</b>

#### 2. Labour

For evaluation purposes, the number of service technician hours is set at 100 hours.

For any emergency equipment and component repair service within four (4) hours following the request made by the project manager or his/her representative will be at the rates quoted above plus 25%.

Description	Estimated Level of Efforts (hours)	Hourly Rates	Estimated Cost
Initial Period (1 year)	100	\$	\$
1 <sup>st</sup> Option Period - 1 year	100	\$	\$
2 <sup>nd</sup> Option Period - 1 year	100	\$	\$
<b>Total Estimated Cost, excluding applicable taxes</b>			<b>\$</b>

#### 3. Material and Replacement Parts

The material and replacement parts must be provided at the list price, less a discount of \_\_\_\_ percent. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.

For evaluation purposes, the cost for material and replacement parts is set at \$9,000.00.

**TOTAL PARTS COST = \$9,000.00 - \_\_\_\_\_%**

Total Evaluated Price	
1. Equipment Inspections	\$
2. Labour	\$
3. Material and Replacement Parts	\$
<b>TOTAL EVALUATED PRICE</b>	<b>\$</b>



## 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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 provided will render the bid non-responsive.

#### 5.2.1 Status and Availability of Resources

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### 5.2.2 Education and Experience

*SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience





## 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

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 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) (<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

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

The following clauses of the SACC Manual applies to and forms part of the Contract.

[A7017C](#) (2018-05-12), Replacement of Specific Individuals

[B9028C](#) (2007-05-25), Access to Facilities and Equipment

[A9068C](#) (2010-01-11), Government Site Regulations

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award and ends one (1) year later.

#### 6.4.2 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 one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Cleroux  
Title: Senior Contracting Officer  
Canada Border Services Agency  
Strategic Procurement and Materiel Management Division



Address: 355 North River Road, Tower B, 17<sup>th</sup> floor  
Ottawa, Ontario  
K1A 0L8

Telephone: 343-291-5727  
E-mail address: [nancy.cleroux@cbsa-asfc.gc.ca](mailto:nancy.cleroux@cbsa-asfc.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:

*Will be identified at Contract award*

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 Contractor's Representative

*To be filled in by Bidder*

Name:  
Title:

Telephone:  
E-mail address:

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

*Will be removed, if not applicable*

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

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "B". Customs duties are included and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. *Amount will be inserted at contract award* 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% committed, or
  - b. four 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.

### 6.7.3 Terms of Payment

Canada will pay the Contractor 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.

### 6.7.4 SACC Manual Clauses

SACC *Manual* clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

### 6.7.5 Electronic Payment of Invoices - Contract

*Will be removed, if not applicable*

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

- a. MasterCard Acquisition Card
- b. Direct Deposit (Domestic and International)

### 6.8 Invoicing Instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

**Email:** Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

#### **Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.



**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

### 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 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. 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 Insurances

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.

### 6.13 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under



"Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### 6.14 Dispute Resolution

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-7345169 or by e-mail at [opo-boa@opa-boa.gc.ca](mailto:opo-boa@opa-boa.gc.ca).

#### 6.15 Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are **not** in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opa-boa.gc.ca](mailto:opo-boa@opa-boa.gc.ca).



## ANNEX "A" - STATEMENT OF WORK

### 1. TITLE

Maintenance and repair of refrigerated equipment.

### 2. OBJECTIVE

The Canada Border Services Agency (CBSA) College requires a Contractor for the maintenance and repair of refrigerated equipment for the kitchen, cafeteria and bar in Rigaud, Quebec.

The goal is to ensure smooth and ongoing operations at the cafeteria. As a result, the CBSA would like the responses to service calls related to the refrigerated equipment to be well managed, controlled and efficient while respecting the criteria including response times and constraints.

The contractor and its resources shall work with the CBSA for one year after the contract is awarded, with an option to extend for up to two additional periods of one year each.

### 3. BACKGROUND

The Canada Border Services Agency (CBSA) College has a cafeteria service that prepares and serves three meals a day, seven days a week, throughout the year. Close to 500 people eat three daily. Moreover, the training provided at the College includes a day program and an evening program, which requires that the cafeteria remain open nearly 20 hours a day, seven days a week.

The CBSA College has a bar service on the third floor.

### 4. RELEVANT DOCUMENTS

Documents to which the Contractor may refer or to which it will have access for the purpose of providing the deliverables:

- i. Appendix "A" - Refrigerated equipment list
- ii. Appendix "B" - Schedule of operations

### 5. REQUIREMENTS

The CBSA College is seeking maintenance and repair services for the refrigerated equipment at the kitchen, cafeteria and bar. The Contractor and its resources must ensure the maintenance, repair and proper working order of the refrigerated equipment as well as the components as defined in Appendix "A".

The Contractor must respond to service requests seven (7) days a week.

The Contractor and its resources must at no time perform inaccuracies or oversights with regard to the services requested.

The Contractor and its resources must perform preventive maintenance on the refrigerated equipment and related components, detailing the list of services provided to ensure the normal and reliable operation of the equipment listed in Appendix "A", and submit a quarterly report with observations, recommendations and inspection sheets for the replacement of equipment and/or components.

The Contractor and its resources must maintain equipment in accordance with the manufacturer's recommendations and provincial regulations (e.g., those of MAPAQ).

The Contractor and its resources must ensure that the work is in compliance with municipal bylaws, provincial regulations, federal statutes, codes, regulations and standards and those of any other relevant authority.



The Contractor must keep a maintenance log for the equipment listed in Appendix "A" and leave it on the premises for consultation by CBSA building authorities.

The Contractor must be responsible for maintenance of the equipment defined in Appendix "A" and those acquired during the contract, and must assign qualified/certified technicians to ensure the high quality of service and security required.

## 6. DUTIES

- (1) On acceptance of this contract, the contractor must conduct an initial in-depth inspection of all the refrigerated equipment listed in Appendix "A" and components within the first month. After that inspection, the contractor must provide the project manager with a full report on the current condition of the refrigerated equipment and recommend repairs to be made, including those to be planned within a set time frame.

**Note:** this inspection is to be conducted every three months under the same conditions.

- (2) Recommend, in writing, replacement of refrigerated equipment and related components as deemed necessary, specifying time frame and reasons (observed deficiencies, worn parts, risk of deterioration, improper use, etc.) and the price in Canadian dollars.
- (3) Provide routine refrigerated equipment and component repair service within 12 hours following the request made by the project manager or his/her representative, including travel, labour, parts and warranty or any other costs.
- (4) Provide emergency refrigerated equipment and component repair service within 4 hours following the request made by the project manager or his/her representative, including travel, labour, tools, parts and warranty or any other costs.
- (5) Plan and organize maintenance taking into account cafeteria service operating constraints (including but not limited to Appendix "B").
- (6) Draft a detailed maintenance report within 15 calendar days of a response in which the contractor certifies that the operations provided for in this contract have indeed been performed. The contractor reports work done on its own initiative and the dates and start and end times of these interventions.
- (7) The Contractor has an advisory and technical assistance obligation. Accordingly, it must report to CBSA building authorities any immediate threats to materials or duty personnel associated with equipment being maintained under this contract.
- (8) The Contractor and its resources must repair or replace small unserviceable parts (status lights, fuses, etc.).
- (9) The Contractor must ensure that all replacement parts are new parts from the manufacturer. Otherwise, an authorization request must be submitted to the project manager.

## 7. SERVICE DELIVERY

Regular service: 12 hours following the request

Emergency repair service: 4 hours following the request

Preventive maintenance: quarterly (every 3 months)



## 8. WARRANTY

All work under this contract will be free of material and manufacturing defects for a period of one (1) year from the contract acceptance date, and all materials that become defective during the warranty period must be corrected at no additional cost to CBSA.

## 9. CONSTRAINTS

Maintenance and servicing visits will take place every working day between 7:00 a.m. and 5:00 p.m. or on an ad hoc basis as scheduled in advance by the CBSA project manager.

Planning for maintenance and repairs will be reported to and authorized by the project manager to properly coordinate the timing of the work and ensure the safety of everyone while taking operations into account.

The Contractor and its resources must comply with requirements for fire protection, electricity, plumbing, hot work permits, dangerous goods management, gas handling and leak and loss reporting.

## 10. RESPONSABILITIES

### 10.1. CBSA

The CBSA College must provide an employee escort or a security guard to accompany the contractor and its resources.

### 10.2. The Contractor

The contractor must be responsible for the following:

- Providing the required material, labour, tools and supplies as well as travel to perform the maintenance as well as regular and emergency repairs and service for the equipment listed in Appendix "A".
- Cleaning up after completion of work, gathering and disposing of waste and recycling used parts.
- Responding to intervention requests seven (7) days a week.

## 11. OFFICIAL LANGUAGES

The Contractor and its resources must be fluent in French. Resources must communicate verbally and in writing in French without assistance and with few errors

## 12. WORKPLACE

All work will be done at the CBSA College located in Rigaud, Quebec.





## APPENDIX "A" - ELECTRICAL AND GAS EQUIPMENT LIST

Refrigerated equipment of the kitchen, cafeteria, bar and basement

#	Equipment name	Brand	Gaz alimentation	Model	Comments
1	Refrigerator	Delfield		SARRI2-S	
2	Refrigerator	Delfield		SARRI2-S	
3	Cooled support	Delfield		F2975SC	
4	Sandwich/Salad Unit (refrigerator)	Turbo Air		TST-48SD	90-960-C081
5	Sandwich/Salad Unit (refrigerator)	Turbo Air		TSL-48SD	90-960-C079
6	Fruit Bar	Delfield		N8144-FA	
7	Salad Bar				90-960-C03
8	Salad Bar				
9	Refrigerated Merchandiser	QC Commercial			05-02-2018
10	Milk Dispenser	Silver King		SKMAJ1/C4	
11	Milk Dispenser	Silver King		SK2RS	
12	Ice Machine	Manitowoc		SD0452A	
13	Refrigerator desserts	LF		MAS30	
14	Refrigerator double doors	Foster		RH-72	90-960-C03
15	Sandwich/Salad Unit (refrigerator)	Turbo Air		TST-48SD	
16	Refrigerator double doors				
17	Ice cream freezer	-	-	-	
18	Refrigerator	MKE		BB72SCE	Bar
19	Refrigerator	GE Profile		TBX25PABRRWW	Bar
20	Ice Machine	Scotsman		CUI526SA-1A	Bar
21	Refrigerator (3 doors)	MKE		BB84 SC	Bar
22	Cellar			RS-17DJ1HA	Bar
23	Ice Machine	Manitowoc		CD40030- ICE0500HA6	Basement



## APPENDIX "B" - SCHEDULE OF OPERATIONS

Description of operations	Schedule
<p><b><u>Maintenance of refrigeration equipment</u></b></p> <ul style="list-style-type: none"><li>• Check for possible evaporator icing</li><li>• Check fans (clean blades and grills with antibacterial agent)</li><li>• Check expansion valve operation</li><li>• Check condensers and clean with powerful degreaser</li><li>• Check evaporators and clean with antibacterial agent</li><li>• Check for refrigerant leaks</li><li>• Check pressures</li><li>• Check safety devices</li><li>• Check temperatures and test temperature alarms</li><li>• Check voltage and amperage draw of electric motors, resistors and compressors</li></ul>	<p>Quarterly</p>



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## ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid as follows for on-site maintenance and related services performed during and outside the Principal Period of Maintenance for the equipment listed in Annex "A".

### 1. Labour

The Contractor will be paid for the actual hours worked at the firm hourly rates detailed below. The Contractor will be paid an initial half hour minimum charge calculated from the time the Contractor's technician arrives on-site. All additional chargeable time, over and above the first half hour, will be rounded to the nearest quarter hour.

*(Exact details will be inserted at Contract award)*

### 2. Material and Replacement Parts

The material and replacement parts must be provided at the list price, less a discount of \_\_\_\_ percent. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.

*(Exact details will be inserted at Contract award)*

Total Estimated Cost - Limitation of Expenditure: \_\_\_\_\_ *(Applicable Taxes extra)*

### 3. Applicable Taxes

All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein.

The estimated Applicable Taxes of \_\_\_\_\_ \$ *(amount will be inserted at Contract award)* are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes 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 taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.