



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Kitchen Maintenance - CFB Borden	
Solicitation No. - N° de l'invitation W6854-190127/A	Date 2018-11-02
Client Reference No. - N° de référence du client W6854-190127	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-7636	
File No. - N° de dossier TOR-8-41043 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-17	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vandonk, Tyler	Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 615-2065 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Borden RPO Operations Unit 1000, Bldg P-154 Room. 217A 16 Ramillies Road Borden Ontario L0M1C0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 MANDATORY SITE VISIT	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	12
6.1 INSURANCE REQUIREMENTS	12
PART 7 - RESULTING CONTRACT CLAUSES	13
7.1 STATEMENT OF WORK.....	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 SECURITY REQUIREMENTS	14
7.4 TERM OF CONTRACT	15
7.5 AUTHORITIES	15
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	16
7.7 PAYMENT	16
7.8 INVOICING INSTRUCTIONS	17
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
7.10 APPLICABLE LAWS.....	18
7.11 PRIORITY OF DOCUMENTS	18
7.12 INSURANCE REQUIREMENTS	19
ANNEX A: STATEMENT OF WORK OR REQUIREMENT.....	20
ANNEX B: BASIS OF PAYMENT	24
ANNEX C: TO PART 3 OF THE BID SOLICITATION	34
ELECTRONIC PAYMENT INSTRUMENTS	34
ANNEX D: INSURANCE REQUIREMENTS.....	35
COMMERCIAL GENERAL LIABILITY INSURANCE.....	35

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

ANNEX E: DND 626 TASK AUTHORIZATION FORM..... 37

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for the establishment of a service contract to provide all labour, materials, tools, equipment and transportation required for the inspection, scheduled maintenance, service and repair of Industrial Kitchen Equipment and Appliances as well as Washdown of Canopies, located in various buildings at CFB Borden, in accordance with the Statement of Work detailed at Annex A of the Request for Proposal (RFP) document. A portion of services are to be provided on an "as and when requested" basis during the period of the contract via 626.

This requirement is for the Department of National Defence, Canadian Forces Base (CFB) Borden, Borden, Ontario.

The period of the contract will be for one (1) year from 1 February 2019 to 31 January 2020 with the right to request extensions for four (4) additional one year periods.

- 1.2.2 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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 There is a mandatory site visit associated with this requirement. Consult Part 2 – Bidders Instruction.

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

1.2.4 This RFP allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFP entitled Offeror Instructions and Part 3 of the RFP entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving

PWGSC

33 City Centre Drive

Suite 480C

Mississauga, ON

L5B 2N5

email address TPSGC.oreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions

Bid Fax: (905) 615-2095

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information.

Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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 Offeror a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

-
- e. rate of pay on which lump sum payment is based;
 - f. period of lump sum payment including start date, end date and number of weeks;
 - 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 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 16 Ramilies Road, Borden ON on November 21, 2018. The site visit will begin at 10:00 AM EDT, in Building P-154.

Bidders must communicate with the Contracting Authority before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (2 hard copies)

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.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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.

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

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex “C” 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.

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.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

- a) The bidder must provide details of three (3) contracts performed that were similar* in scope, and size, related to maintenance, service, inspection and repair of kitchen equipment and canopies. With their bid at the time of bid closing. Details must include, the period of the contract, a brief work description the value and name of client.

*"Similar" – for purpose of evaluation, means the extent of comparability in terms of scope, magnitude, operating environment and business sector.

- b) The bidder must have a minimum of 5 years documented experience in maintenance, service and repair of kitchen equipment and canopies. To demonstrate this experience the bidder must provide details related to the history and background of their company with their bid, at the time of bid closing
- c) All bidders' technicians must hold valid G1 and G2 gas technicians trade certification and must be Commercial Food Equipment Service Association certified (CFESA www.cfesa.com). To demonstrate this a copy of each of the valid certifications must be submitted with the bid at bid closing.
- d) The bidder must have a minimum of two technicians that are valid licensed refrigeration mechanics in the Province of Ontario (313A Certification). To demonstrate this a copy of each of the valid certifications must be submitted with the bid at bid closing.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Bidder must provide firm prices in accordance with Annex B, Basis of Payment, in Canadian funds, for the firm and option periods

4.2.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The price will be aggregate of the: the Total Evaluated Price for Year 1 plus the Total Evaluated for all four of the option periods.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Proposal and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [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.

5.1.2 Additional Certifications Required with the Bid

Certifications required for the technical evaluation. Refer to section 4.1.1.1

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The *Project Authority* will provide the Contractor with a description of the task using the DND626, Task Authorization Form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the *Project Authority*, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$20,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs

7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Real Property Canadian Forces Base Borden Procurement. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 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.

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 February 2019 to 31 January 2020

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Vandonk
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 33 City Centre Dr
Mississauga, ON
L5B 2N5
Telephone: 905-615-2065
E-mail address: tyler.vandonk@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.

7.5.2 Project Authority

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

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.

7.5.3 Contractor's Representative

(to be provided at contract award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

7.7 Payment

7.7.1.1 Basis of Payment – Firm Price, Firm Unit Price(s), or Firm Lot Price(s)

For the Work described in section 1.1 Firm Requirement: Monthly, Quarterly, Semi-Annual Servicing of the Basis of Payment in Annex B.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm prices for a total cost of \$ **(insert the amount at contract award)**. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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

OR

7.7.1.2 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **(insert the amount at contract award)** . Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other documents required by the Contractor have been submitted and include:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and Procurement Business Number (PBN);

- ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- iii. a separate line item for each subparagraph in the Basis of Payment provision;
- iv. deduction for holdback, if applicable;
- v. the extension of the totals, if applicable;
- vi. the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which GST or HST do not apply, must be identified as such on all invoices; and
- vii. if applicable, the method of shipment together with date, case number and part or reference numbers, shipment charges and any other charges.

b. all such documents have been verified by Canada;

c. the Work performed has been accepted by Canada.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded by email to the Contracting Authority identified under Section 7.5 "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (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)*).

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A: STATEMENT OF WORK

SERVICE, MAINTENANCE and REPAIRS of KITCHEN EQUIPMENT

1. Background

Real Properties Operations Detachment Borden (RP Ops Det. Borden) is responsible for all of the maintenance, inspection, service and repair of all Industrial Kitchen Equipment and Washdown Canopies at CFB Borden, Ontario. In the performance of this responsibility, there exists a requirement for a service, maintenance and repair program, specifically, a qualified company to execute all Task Authorizations (DND626) on a Service Contract in support of Rations and Quarters Support Services (R&QSS), Canadian Forces School of Administration and Logistics (CFSAL) and Blackdown Park Units, CFB Borden, ON.

2. Objective

The contractor must be responsible to perform monthly, quarterly and semi-annual service. As well as minor maintenance and to affect repairs, on as and when requested, strictly adhering to the rules, codes and standards listed in the references.

3. Scope

- 3.1 All repairs to Kitchen equipment must be accepted by the Project Authority (PA) and the Unit Representative.
- 3.2 All work must be performed by qualified personnel, recognized by Ontario Ministry of Labour.
- 3.3 Workers must be able to produce certification of qualification upon request at any time during the period of this contract.
- 3.4 Any deviation from the specifications, drawings, directions or references must be approved prior to installation by the PA and updated and forwarded to CE contracts.
- 3.5 Washdown Canopies
 - 3.5.1 Contractor must supply all labour, equipment, materials and transportation to provide repairs, and on an as and when requested basis of Washdown Canopies, located at the various buildings located within CFB Borden,
 - 3.5.2 R&QSS:
 - Building P-160 (32 Caen Circle) 2- Garland Canopies.
 - Building T-118 (122 Ramillies Road) 2 Gaylord Canopies.
 - Building S-164 (118 Rafah Cres.) 11 Halton Canopies.
 - Building T-169 (179 Ortona Road) 4 Halton Canopies
 - Building T-147 (201 Falaise Road) 2 Garland Canopies
 - 3.5.3 CFSAL:

- Building S-149 (25 Anson Road) 4 Garland Canopies

3.5.4 Blackdown Park:

- Building BP-81 (25 Command Road) 10 Garland Canopies

3.6 All lubricants and cleaning materials must be provided by Contractor at no cost to the DND.

3.6.1 A complete service inspection, as and when requested must include:

- Tightening of all fittings
- Cleaning of detergent tanks
- Cleaning of foot valves
- Cleaning of all spray nozzles if required

3.6.2 Building access and work timings must be coordinated with the Project Authority (PA).

3.7 Kitchen Equipment:

3.7.1 All kitchen equipment in buildings listed below will be covered under the terms and conditions of this Service Contract:

- BP-81 Blackdown Park Kitchen & Dining Hall (25 Command Rd. Blackdown Park);
- E-186 Base Fire Hall (150 Ortona Rd.);
- O-95 Base Maintenance (45 Maintenance Rd.);
- O-111 Base Supply (247 Cambrai Rd.);
- P-154 Base Construction Engineering Canteen ;
- P-160 Officer's Kitchen, Mess & Dining Hall (32 Caen Circle);
- S-149 CFSAL Cooking School (25 Anson Rd.);
- S-164 (118-Rafah Cres.) Curtiss Dining Hall;
- T-117 Jr.Ranks Mess (253 Ortona Rd.);
- T-118 Buell Building (122 Ramillies Rd.);
- T-147 Sr NCO's Mess (201 Falaise Rd.); and
- T-169 (179-Ortona Rd.) Vickers Dining Hall.

3.7.2 Buildings kitchen equipment may be added or deleted at any time during the duration of this contract.

3.7.3 All repairs to gas fired kitchen equipment and all other kitchen equipment must be done on an as requested basis complete with a generated DND626 by the PA.

- 3.7.4 All materials and parts used by the Contractor must be those specified by the manufacturer of the equipment.
- 3.7.5 Regular working hours shall be defined as 8 A.M. to 6 P.M. (Monday to Friday inclusive, excluding statutory holidays)

4. Tasks

- 4.1 Monthly Servicing of Oilers on the shredder of Garburator Systems at S-164 (118 Rafah Cres.) and T-169 (279 Ortona rd.);
- 4.2 Monthly servicing and testing of fuses on Pot Machines at S-149, S-164 and T-169;
- 4.3 Monthly servicing of dishwashers at S-164 and T-169. Check for wear and tear, leaks, broken or damaged parts, clean out unit drains and screens. Tighten all loose hoses, fittings, and like items. Report any issues with units that require repair and provide broken down estimate to repair;
- 4.4 Every 2 months do a Vacuum filter change on Garburator Systems at S-164 (118 Rafah Cres.) and T-169 (279 Ortona rd.);
- 4.5 Every 2 months, inspect, service and report on, Deep Fryers at S-164 and T-169. Check for wear and tear, leaks, broken or damaged parts, clean out unit drains and screens. Tighten all loose hoses, fittings, and like items. Report any issues with units that require repair and provide broken down estimate to repair;
- 4.6 Quarterly Convotherm Service at S-164 (118 Rafah Cres.) which includes complete de-scaling;
- 4.7 Quarterly Inspection of Rational Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles at S-149, S-164 and T-169 and provide broken down estimate of any finding needing repair;
- 4.8 Quarterly Odour filter change on Garburator Systems at S-164 (118 Rafah Cres.) and T-169 (279 Ortona rd.);
- 4.9 Every four (4) months do a complete oil and filter change on Vacuum pump system at T-169 changing the exhaust filter, exhaust gasket, installing a filter kit and 10 litres of oil.
- 4.10 Semi-annual inspection of Clam Shell Cookers, Mixers and Potato Peelers at S-149, S-164 and T-169 for functionality as per manufacturer's specifications and provide broken down estimate do any necessary repairs found during inspections.
- 4.11 Semi-Annual Calibration of Rational Ovens, Convotherm Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles at S-149, S-164 and T-169 and provide broken down estimate of any finding needing repair; These Calibrations must be completed prior to the onset of Festive Season Programs and Dinners on Base.
- 4.12 Annual changing of Charcoal filter pellets (approx. 100lbs.) on garburator at T-169
- 4.13 All other repairs will be done on an "as and when requested" basis.

5. References:

All work must be performed in accordance with the latest editions of the following references:

- CAN/CSA C22.1-06 Canadian Electrical Code, Part 1 and all Local Amendments.

- Ontario Electrical Safety Code (OESC).
- Natural Gas and Propane Installation Code B149.1-10
- National Building Code.
- CFB Borden Security Orders
- All other applicable CFB Borden Orders and industry codes and standards.

6. Certifications

- 6.1 All bidders' technicians must hold valid G-1 and G-2 gas technicians trade certification and must be Commercial Food Equipment Service Association (CFESA www.cfesa.com) and must be able to produce said certification upon request.
- 6.2 All bidders technicians must be factory trained in all makes and models of commercial equipment, and be factory trained to service all wash-down exhaust hoods.
- 6.3 All bidders' must have a minimum of two technicians that are valid licensed refrigeration mechanics in the Province of Ontario.

7. Emergency Service and Regular Service Response Times:

- 7.1 Contractor must be responsible to provide service on a 24 hour basis.
- 7.2 In an emergency situation, the Contractor must, upon verbal authorization from the PA proceed with work within four (4) hours. A DND626 will be issued as soon as it is practical for the PA to do so.
- 7.3 The contractor must not refuse any call for service and must begin work within twelve (12) hours upon contact from the PA.
- 7.4 All repairs of units in this scope of work must be done at the various buildings where the units are located.

8. Deliverables

- 8.1 Every repair must be professionally installed to the specifications, drawings, directions listed references.
- 8.2 Every repair must be tested and results provided to the PA and must meet or exceed the requirements and standards given in the references.
- 8.3 Contractor must be responsible for all reports, certifications, permits and TSSA/ESA inspections of all equipment covered by this contract.

9. Progress

- 9.1 Provision of a detailed Quote for any repairs pre-determined as major, by the contractor and PA must be submitted to the PA for approval, before any repairs are to commence.

10. Authorization of Work:

10.1 The Contractor, on receipt of the acceptance of this Contract will be advised by the PA of the names of persons authorized to request service. Work undertaken at the request of others will be entirely at the contractors risk with regards to payment.

ANNEX B: BASIS OF PAYMENT

All information in italics will be removed from any resultant contract.

YEAR 1: From 1 February 2019 to 31 January 2020

1.1 Firm Requirement: Monthly, Quarterly, Semi-Annual Servicing

To be scheduled with the PA.

	Task	Building	Frequency Per year (A)	Price per (B)	Total Cost Year 1 (A x B) (C)
1	Monthly Servicing of Oilers on Shredder of Garburator	S-164	12	\$ _____	\$ _____
2	Monthly Testing of Fuses on Pot Machines	S-149, S-164, T-169	12	\$ _____	\$ _____
3	Monthly Servicing of Dishwashers	S-164, T-169	12	\$ _____	\$ _____
4	Bi-Monthly Vacuum Filter Change on Garburators	S-164, T-169	6	\$ _____	\$ _____
5	Bi-monthly Inspection and Report of Deep Fryers	S-164, T-169	6	\$ _____	\$ _____
6	Quarterly Convotherm Service	S-164	4	\$ _____	\$ _____
7	Quarterly Inspections of Rational Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles	S-149, S-164, T-169	4	\$ _____	\$ _____
8	Quarterly Odour Filter Change on Garburator System	S-164, T-169	4	\$ _____	\$ _____
9	4 month Vacuum Pump maintenance	T-169	3	\$ _____	\$ _____
10	Semi-Annual Inspection of Tilt Fryers, Mixers and Potato Peelers	S-149, S-164 T-169	2	\$ _____	\$ _____
11	Semi-Annual Calibration of Rational, Convotherm and Bakeshop Ovens and Steam Jacket Kettles	S-149, S-164, T-169	2	\$ _____	\$ _____
12	Annual replacement of Charcoal Filter Pellets (approx. 100lbs.) on Garburator.	T-169	1	\$ _____	\$ _____

Total Evaluated Price for Item 1.1 (Sum of column C) \$ _____

1.2 Service of Wash-down Canopies (On as and when required basis)

All-inclusive cost of service listed in section 3.5 of Annex A: Statement of Work

(A) Firm all-inclusive rate for Wash-down Service Rate \$ _____
(Estimated number of Wash-down Canopies: 1 per year)

Total Evaluated Price for Item 1.2 (A x 1) \$ _____

1.3 Service calls (On as and when required basis)

(including emergency calls) When authorized by the PA or his representative shall include one hour of on-site productive labour, travel expenses and other overhead costs. If the task exceeds one (1) day, no additional task rates will apply.

Tradesman

(A) During regular working hours (Monday to Friday) \$ _____/call
(Estimated number of service calls: 140 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/call
(Estimated number of service calls: 15 per year)

(C) Sunday & Stat. Holidays \$ _____/call
(Estimated number of service calls: 5 per year)

Total Evaluated Price for Item 1.3 [(A x 140)+(B x 15)+(C x 5)] \$ _____

1.4 Additional Labour Hours (On as and when required basis)

Additional hours will only be charged after the first hour from the service call from section 1.3:

(A) During regular working hours (Monday to Friday) \$ _____/hour
(Estimated number of hours: 700 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/hour
(Estimated number of hours: 200 per year)

(C) Sunday & Stat. Holidays \$ _____/hour
(Estimated number of hours: 50 per year)

Total Evaluated Price for Item 1.4 [(A x 700)+(B x 200)+(C x 50)] \$ _____

1.5 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.

(Estimated Material Usage: \$80,000.00 per year.)

Total Evaluated Price for Item 1.5 (\$80,000 x A) \$ _____

TOTAL EVALUATED PRICE FOR YEAR 1

ITEMS 1.1 + 1.2 + 1.3 + 1.4 + 1.5 =
\$ _____

OPTION 1: YEAR 2: From 1 February 2020 to 31 January 2021

2.1 Firm Requirement: Monthly, Quarterly, Semi-Annual Servicing

To be scheduled with the PA.

	Task	Building	Frequency Per year (A)	Price per (B)	Total Cost Year 1 (A x B) (C)
1	Monthly Servicing of Oilers on Shredder of Garburator	S-164	12	\$ _____	\$ _____
2	Monthly Testing of Fuses on Pot Machines	S-149, S-164, T-169	12	\$ _____	\$ _____
3	Monthly Servicing of Dishwashers	S-164, T-169	12	\$ _____	\$ _____
4	Bi-Monthly Vacuum Filter Change on Garburators	S-164, T-169	6	\$ _____	\$ _____
5	Bi-monthly Inspection and Report of Deep Fryers	S-164, T-169	6	\$ _____	\$ _____
6	Quarterly Convotherm Service	S-164	4	\$ _____	\$ _____
7	Quarterly Inspections of Rational Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles	S-149, S-164, T-169	4	\$ _____	\$ _____
8	Quarterly Odour Filter Change on Garburator System	S-164, T-169	4	\$ _____	\$ _____
9	4 month Vacuum Pump maintenance	T-169	3	\$ _____	\$ _____
10	Semi-Annual Inspection of Tilt Fryers, Mixers and Potato Peelers	S-149, S-164, T-169	2	\$ _____	\$ _____
11	Semi-Annual Calibration of Rational, Convotherm and Bakeshop Ovens and Steam Jacket Kettles	S-149, S-164, T-169	2	\$ _____	\$ _____
12	Annual replacement of Charcoal Filter Pellets (approx. 100lbs.) on Garburator.	T-169	1	\$ _____	\$ _____

Total Evaluated Price for Item 2.1 (Sum of column C) \$ _____

2.2 Service of Wash-down Canopies (On as and when required basis)

All-inclusive cost of service listed in section 3.5 of Annex A: Statement of Work

(A) Firm all-inclusive rate for Wash-down Service Rate \$ _____
(Estimated number of Wash-down Canopies: 1 per year)

Total Evaluated Price for Item 2.2 (A x 1) \$ _____

2.3 Service calls (On as and when required basis)

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

(Including emergency calls) When authorized by the PA or his representative shall include one hour of on-site productive labour, travel expenses and other overhead costs. If the task exceeds one (1) day, no additional task rates will apply.

Tradesman

(A) During regular working hours (Monday to Friday) \$_____/call
(Estimated number of service calls: 140 per year)

(B) Outside regular working hours (Monday to Saturday) \$_____/call
(Estimated number of service calls: 15 per year)

(C) Sunday & Stat. Holidays \$_____/call
(Estimated number of service calls: 5 per year)

Total Evaluated Price for Item 2.3 [(A x 140)+(B x15)+(C x 5)] \$_____

2.4 Additional Labour Hours (On as and when required basis)

Additional hours will only be charged after the first hour from the service call from section 1.3:

(A) During regular working hours (Monday to Friday) \$_____/hour
(Estimated number of hours: 700 per year)

(B) Outside regular working hours (Monday to Saturday) \$_____/hour
(Estimated number of hours: 200 per year)

(C) Sunday & Stat. Holidays \$_____/hour
(Estimated number of hours: 50 per year)

Total Evaluated Price for Item 2.4 [(A x 700)+(B x200)+(C x 50)] \$_____

2.5 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.
(Estimated Material Usage: \$80,000.00 per year.)

Total Evaluated Price for Item 2.5 (\$80,000 x A) \$_____

TOTAL EVALUATED PRICE FOR YEAR 2

ITEMS 2.1 + 2.2 + 2.3 + 2.4 + 2.5 =
\$_____

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

(Including emergency calls) When authorized by the PA or his representative shall include one hour of on-site productive labour, travel expenses and other overhead costs. If the task exceeds one (1) day, no additional task rates will apply.

Tradesman

(A) During regular working hours (Monday to Friday) \$_____/call
(Estimated number of service calls: 140 per year)

(B) Outside regular working hours (Monday to Saturday) \$_____/call
(Estimated number of service calls: 15 per year)

(C) Sunday & Stat. Holidays \$_____/call
(Estimated number of service calls: 5 per year)

Total Evaluated Price for Item 3.3 [(A x 140)+(B x15)+(C x 5)] \$_____

3.4 Additional Labour Hours (On as and when required basis)

Additional hours will only be charged after the first hour from the service call from section 1.3:

(A) During regular working hours (Monday to Friday) \$_____/hour
(Estimated number of hours: 700 per year)

(B) Outside regular working hours (Monday to Saturday) \$_____/hour
(Estimated number of hours: 200 per year)

(C) Sunday & Stat. Holidays \$_____/hour
(Estimated number of hours: 50 per year)

Total Evaluated Price for Item 3.4 [(A x 700)+(B x200)+(C x 50)] \$_____

3.5 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.
(Estimated Material Usage: \$80,000.00 per year.)

Total Evaluated Price for Item 3.5 (\$80,000 x A) \$_____

TOTAL EVALUATED PRICE FOR YEAR 3

ITEMS 3.1 + 3.2 + 3.3 + 3.4 + 3.5 =
\$_____

OPTION 3: YEAR 4: From 1 February 2022 to 31 January 2023

4.1 Firm Requirement: Monthly, Quarterly, Semi-Annual Servicing

To be scheduled with the PA.

	Task	Building	Frequency Per year (A)	Price per (B)	Total Cost Year 1 (A x B) (C)
1	Monthly Servicing of Oilers on Shredder of Garburator	S-164	12	\$ _____	\$ _____
2	Monthly Testing of Fuses on Pot Machines	S-149, S-164, T-169	12	\$ _____	\$ _____
3	Monthly Servicing of Dishwashers	S-164, T-169	12	\$ _____	\$ _____
4	Bi-Monthly Vacuum Filter Change on Garburators	S-164, T-169	6	\$ _____	\$ _____
5	Bi-monthly Inspection and Report of Deep Fryers	S-164, T-169	6	\$ _____	\$ _____
6	Quarterly Convotherm Service	S-164	4	\$ _____	\$ _____
7	Quarterly Inspections of Rational Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles	S-149, S-164, T-169	4	\$ _____	\$ _____
8	Quarterly Odour Filter Change on Garburator System	S-164, T-169	4	\$ _____	\$ _____
9	4 month Vacuum Pump maintenance	T-169	3	\$ _____	\$ _____
10	Semi-Annual Inspection of Tilt Fryers, Mixers and Potato Peelers	S-149, S-164, T-169	2	\$ _____	\$ _____
11	Semi-Annual Calibration of Rational, Convotherm and Bakeshop Ovens and Steam Jacket Kettles	S-149, S-164, T-169	2	\$ _____	\$ _____
12	Annual replacement of Charcoal Filter Pellets (approx. 100lbs.) on Garburator.	T-169	1	\$ _____	\$ _____

Total Evaluated Price for Item 4.1 (Sum of column C) \$ _____

4.2 Service of Wash-down Canopies (On as and when required basis)

All-inclusive cost of service listed in section 3.5 of Annex A: Statement of Work

(A) Firm all-inclusive rate for Wash-down Service Rate \$ _____
(Estimated number of Wash-down Canopies: 1 per year)

Total Evaluated Price for Item 4.2 (A x 1) \$ _____

4.3 Service calls (On as and when required basis)

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

(Including emergency calls) When authorized by the PA or his representative shall include one hour of on-site productive labour, travel expenses and other overhead costs. If the task exceeds one (1) day, no additional task rates will apply.

Tradesman

(A) During regular working hours (Monday to Friday) \$ _____/call
(Estimated number of service calls: 140 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/call
(Estimated number of service calls: 15 per year)

(C) Sunday & Stat. Holidays \$ _____/call
(Estimated number of service calls: 5 per year)

Total Evaluated Price for Item 4.3 [(A x 140)+(B x15)+(C x 5)] \$ _____

4.4 Additional Labour Hours (On as and when required basis)

Additional hours will only be charged after the first hour from the service call from section 1.3:

(A) During regular working hours (Monday to Friday) \$ _____/hour
(Estimated number of hours: 700 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/hour
(Estimated number of hours: 200 per year)

(C) Sunday & Stat. Holidays \$ _____/hour
(Estimated number of hours: 50 per year)

Total Evaluated Price for Item 4.4 [(A x 700)+(B x200)+(C x 50)] \$ _____

4.5 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.
(Estimated Material Usage: \$80,000.00 per year.)

Total Evaluated Price for Item 4.5 (\$80,000 x A) \$ _____

TOTAL EVALUATED PRICE FOR YEAR 4

ITEMS 4.1 + 4.2 + 4.3 + 4.4 + 4.5 = \$ _____

OPTION 4: YEAR 5: From 1 February 2023 to 31 January 2024

5.1 Firm Requirement: Monthly, Quarterly, Semi-Annual Servicing

To be scheduled with the PA.

	Task	Building	Frequency Per year (A)	Price per (B)	Total Cost Year 1 (A x B) (C)
1	Monthly Servicing of Oilers on Shredder of Garburator	S-164	12	\$ _____	\$ _____
2	Monthly Testing of Fuses on Pot Machines	S-149, S-164, T-169	12	\$ _____	\$ _____
3	Monthly Servicing of Dishwashers	S-164, T-169	12	\$ _____	\$ _____
4	Bi-Monthly Vacuum Filter Change on Garburators	S-164, T-169	6	\$ _____	\$ _____
5	Bi-monthly Inspection and Report of Deep Fryers	S-164, T-169	6	\$ _____	\$ _____
6	Quarterly Convotherm Service	S-164	4	\$ _____	\$ _____
7	Quarterly Inspections of Rational Ovens, Bakeshop Ovens, Steamers and Steam Jacket Kettles	S-149, S-164, T-169	4	\$ _____	\$ _____
8	Quarterly Odour Filter Change on Garburator System	S-164, T-169	4	\$ _____	\$ _____
9	4 month Vacuum Pump maintenance	T-169	3	\$ _____	\$ _____
10	Semi-Annual Inspection of Tilt Fryers, Mixers and Potato Peelers	S-149, S-164, T-169	2	\$ _____	\$ _____
11	Semi-Annual Calibration of Rational, Convotherm and Bakeshop Ovens and Steam Jacket Kettles	S-149, S-164, T-169	2	\$ _____	\$ _____
12	Annual replacement of Charcoal Filter Pellets (approx. 100lbs.) on Garburator.	T-169	1	\$ _____	\$ _____

Total Evaluated Price for Item 5.1 (Sum of column C) \$ _____

5.2 Service of Wash-down Canopies (On as and when required basis)

All-inclusive cost of service listed in section 3.5 of Annex A: Statement of Work

(A) Firm all-inclusive rate for Wash-down Service Rate \$ _____
(Estimated number of Wash-down Canopies: 1 per year)

Total Evaluated Price for Item 5.2 (A x 1) \$ _____

5.3 Service calls (On as and when required basis)

(Including emergency calls) When authorized by the PA or his representative shall include one hour of on-site productive labour, travel expenses and other overhead costs. If the task exceeds one (1) day, no additional task rates will apply.

Tradesman

(A) During regular working hours (Monday to Friday) \$ _____/call
(Estimated number of service calls: 140 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/call
(Estimated number of service calls: 15 per year)

(C) Sunday & Stat. Holidays \$ _____/call
(Estimated number of service calls: 5 per year)

Total Evaluated Price for Item 5.3 [(A x 140)+(B x15)+(C x 5)] \$ _____

5.4 Additional Labour Hours (On as and when required basis)

Additional hours will only be charged after the first hour from the service call from section 1.3:

(A) During regular working hours (Monday to Friday) \$ _____/hour
(Estimated number of hours: 700 per year)

(B) Outside regular working hours (Monday to Saturday) \$ _____/hour
(Estimated number of hours: 200 per year)

(C) Sunday & Stat. Holidays \$ _____/hour
(Estimated number of hours: 50 per year)

Total Evaluated Price for Item 5.4 [(A x 700)+(B x200)+(C x 50)] \$ _____

5.5 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.
(Estimated Material Usage: \$80,000.00 per year.)

Total Evaluated Price for Item 5.5 (\$80,000 x A) \$ _____

TOTAL EVALUATED PRICE FOR YEAR 5

ITEMS 5.1 + 5.2 + 5.3 + 5.4 + 5.5 = \$ _____

TOTAL EVALUATED PRICE FOR THE REQUIREMENT

YEAR 1 TOTAL + YEAR 2 TOTAL + YEAR 3 TOTAL + YEAR 4 TOTAL + YEAR 5 TOTAL =

TOTAL EVALUATED PRICE

Solicitation No. - N° de l'invitation
W6854-190127/A
Client Ref. No. - N° de réf. du client
W6854-190127

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41043

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

ANNEX C: to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

ANNEX D: INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

-
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

