



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Ontario

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

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
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Exhaust Cleaning at CFB Kingston	
Solicitation No. - N° de l'invitation W6837-204736/A	Date 2021-05-06
Client Reference No. - N° de référence du client W6837-204736	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-8051	
File No. - N° de dossier TOR-0-43106 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-04 Heure Avancée de l'Est HAE	
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) 301-5477 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Kingston Bldg. MH36 6 Moro Street Stn. FORCES Kingston Ontario K7K7B4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

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File No. - N° du dossier
TOR-0-43106

Buyer ID - Id de l'acheteur
tor014
CCC No./N° CCC - FMS No./N° VME

ANNEX E: DND 626 TASK AUTHORIZATION FORM 32

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, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence at CFB Kingston requires the provision of kitchen exhaust and ductwork cleaning services. The period of the contract will be from the date of award to 30 June 2024 with two one-year option periods.
- 1.2.2 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) 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

Offers 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:

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2003](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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 5 (five) 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 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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.

3.1.3 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

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 demonstrate it possesses a minimum of 3 years of continual experience (within 3 years from the RFP's closing date) in providing services similar to those described in Annex A. The client(s) may be contacted to confirm the details provided.

The Bidder must provide evidence of meeting the minimum experience requirement by providing a letter OR completing all sections in accordance with the table below:

CRITERIA	BIDDER'S RESPONSE
Name of Bidder	
Name of Client	
Location of the project or contract where services were rendered	
Length of the service (include month and year for start and end dates)	
Client contact names and telephone numbers	
Specify type(s) of service	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

Evaluation of Price

- a) The price bid will be evaluated in Canadian dollars, the Harmonized Sales Tax excluded.
- b) The unit prices for each year will be multiplied by the estimated usage to arrive at the extended price.
- c) Each extended price will be added together to arrive at the subtotal Price.
- d) All Subtotals will be added together to determine the evaluated price.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [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.

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Buyer ID - Id de l'acheteur
tor014
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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.

7.1.1 Optional Goods and/or Services

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

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 \$25,000.00, 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
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs

7.1.2.6 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.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of Contract award to 30 June 2024.

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 two (2) 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: 4900 Yonge St
Toronto, ON
M2N 6A6
Telephone: 905-301-5477
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

(please provide with Bid Submission)

Name: _____

Title: _____

Telephone: ____-____-____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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 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; and
- 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);

- (i) 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.

7.13 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract
SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

7.14 Dispute Resolution

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

ANNEX A: STATEMENT OF WORK

PART 1 - GENERAL

1.1 Description of Work

- 1 To provide all labour, materials and equipment required to carry out the cleaning of kitchen exhaust systems in various locations of Canadian Forces Base (CFB) Kingston, Fort Frontenac, and Royal Military College (RMC).
- 2 Use of Department of National Defence (DND) Property:
The Contractor, sub-contractor(s) and all personnel performing work of this Contract must not use any other tools, equipment, materials, buildings, structures or any other property owned, rented, or leased by DND unless authorized in writing by the Technical Authority.

1.2 Systems and Locations

- 1 Kitchen exhaust systems comprised of all canopy systems (from roof to hood) installed over any kitchen equipment. This includes filters, fire suppression nozzles, all exhaust and recirculation ducts, fan compartments, fan components, hoods, canopy light fixtures, drip trays and their component parts.
- 2 The description of the systems and information provided is based on the latest information available. It is the Contractor's responsibility to ensure that the Technical Authority (TA) is notified of any discrepancies and/ or new systems encountered.
- 3 Fort Frontenac
 - 1 LaSalle Block (FF3):
 - .1 Main floor: Canopies - 6, approximately 15 associated filters.
- 4 McNaughton Barracks:
 - 1 18 Craftsman Blvd (MB52), WOs & Sgt's Mess
 - .1 Canopies - 4, no filters.
 - 2 11 Red Patch Avenue (MD31), Curling Club:
 - .1 Canopies - 1, filters 5 ea.
- 5 Royal Military College:
 - 1 22 Amiens Avenue (R32), Yeo Hall:
 - .1 Cadet Mess: Canopies - 5 and associated filters.
 - .2 9 Point Frederick Drive (R29), Senior Staff Mess: Canopies - 2, filters 4 ea.
 - .3 24 Navy Way (R67), HMCS Cataraqui: Canopies - 1.
 - .6 Vimy Barracks:
 - 1 1 Princess Royal Avenue (VC01), Officer's Mess
 - .1 Canopies - 4, filters built-in cleaning system.
 - 2 9 Parade Road (VB31), Routledge Hall
 - .1 Mess Hall: Canopies - 1, filters built-in cleaning system.
 - .2 Bakery: Canopies - 1, filters built-in cleaning system.

1.3 Codes

- 1 Perform work in accordance with the latest editions of the National Building Code of Canada (NBC), Canadian Plumbing Code, Canadian Electrical Code, National Fire Code and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements must apply.

1.4 Workmanship

- 1 All work must be in accordance with best trade practices. The contractor will re-install all equipment in accordance with the Manufacturer's recommendations and/ or specifications. The Contractor must tarp hoods to minimize spray from spreading on other equipment and provide ample time for clean-up.

PART 2 - PRODUCTS

2.1 Materials

- 1 The contractor must use cleaning materials recommended by the manufacturer and as recommended by cleaning material manufacturer.

2.2 WHMIS

- 1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- 2 Deliver copies of WHMIS data sheets to the Technical Authority on delivery of materials.

PART 3 - EXECUTION

3.1 Service Hours

- 1 Cleaning must be carried out after normal working hours as scheduled with the appropriate Kitchen Staff.
 - 1 Minimum of 24hrs (twenty-four hours) notice must be given prior to each and any cleaning.
 - 1 For locations VB31, R32, Fort Frontenac, work can start no earlier than 18:30 unless otherwise approved by Kitchen Staff.
 - 2 For locations R29, R67, MB52, MD31 and VC01, work can be performed between 13:00 to 16:00 inclusively.
- 2 The Contractor must provide service when requested five (5) days per week, Monday to Friday, except holidays. Regular hours are from 07:30 to 16:00.
- 3 The Contractor must respond to regular work requirements within eight (8) hours of receipt of call.

3.2 Authorization

- 1 When service is required; the Technical Authority representative will notify the Contractor by telephone, facsimile, email, or by other means.

- 2 The service person or Contractors representative must report back to the Technical Authority. All work is subject to an onsite inspection for certification either by the TA, or authorized Kitchen Staff

3.3 Filters

- 1 Frequency of Pre-filters, bag and box filter replacement is outlined in Annex B.
 - 1 The Contractor must notify the Technical Authority if it is discovered the frequencies for replacement are insufficient for the proper operation of the kitchen exhaust system.
 - 2 Damaged, collapsed, or torn pre-filters may require the replacement of other filters (i.e. bag and pre-filters or bag and box filters).
 - 3 Should any of the conditions above or similar conditions exist, notify the Technical Authority for approval to carry out replacement.
 - 4 Filters are to be removed and cleaned and re-installed after each cleaning.
- 2 Filter cleaning: All grease and foreign matters must be removed. The filters will be removed and completely immersed in a hot water and detergent solution for a sufficient period of time to remove all grease and foreign matters; filters must then be rinsed, dried and re-installed.

3.4 Cleaning Methods and Procedures

- 1 The interior and exterior of all ductwork, fan compartments, fan components, hoods, and canopies, must be thoroughly washed with a detergent solution and be free of odour, all grease, and foreign matter.
- 2 Power washing as approved by Technical Authority for major cleaning.
Power washing equipment to provide high power wash at a minimum of 4.8 gallons per minute @ 3000psi @ 190 - 200 degrees Fahrenheit.
- 3 Use high quality degreaser soap (sodium hydroxide based degreaser).
- 4 The condensate gutter and drainage cock of each canopy is to be thoroughly cleaned of all grease and foreign matter.
- 5 Submit equipment and product data to the Technical Authority for approval for use.
- 6 Fire suppression nozzles to be cleaned free of all grease and foreign matter to ensure proper operation.
- 7 All canopy light fixtures must be dismantled, cleaned, and reassembled. Any broken or damaged light components must be reported to the Technical Authority, including burned out light bulbs. These light bulbs will be replaced by the Contractor from DND stock on hand, on the building concerned.
- 8 The Contractor must not use solutions or methods that are damaging to painted or other surfaces. However, **Plastic** scrapers, may be used where necessary to remove heavy accumulations of grease or other foreign matters.
- 9 No cleaning is to be performed in or over areas where food is being prepared or in any danger of being contaminated.

- 10 Cleaning will be considered complete only when inspected and approved by the Technical Authority or the appropriate Kitchen Staff Inspection Authority.
- 11 Remove exhaust hood encasement from site complete with tape, or other means when directed by the Technical Authority.
- 12 The exhaust hoods cleaning includes but is not limited to the bottom of the exhaust hoods to the roof top fan units, including the fan units.

3.5 Major Cleanings

- 1 Frequencies are outlined in ANNEX B.
- 2 Includes kitchen canopies, ductwork, fan compartments and fan components and must be **completely cleaned, inside and out.**
- 3 Upon completion of checklist, Annex "F" must be filled in and submitted with the invoice.

3.6 Minor Cleanings

- 1 Frequencies as outlined in ANNEX B.
- 2 Includes filter cleaning and or replacement (refer to paragraph 3.3).
- 3 Drip trays must be cleaned.
- 4 Fire suppression nozzles are to be cleaned ensuring proper operation.
- 5 All canopy light fixtures must be dismantled, cleaned, and reassembled. Any broken or damaged light components must be reported to the Technical Authority, including burned out light bulbs. These light bulbs will be replaced by the Contractor from DND stock on hand, on the building concerned.
- 6 All kitchen canopies, interior and exterior must be cleaned thoroughly. Particular attention will be paid to the cleaning of the canopy condensate gutter and drain cock.
- 7 Upon completion checklist Annex E must be filled in and submitted with the invoice for every cleaning.

3.7 Work Schedule

- 1 The contractor must submit a schedule for the work including anticipated progress and completion time to the appropriate Kitchen Managers and Technical Authority for pre-approval 30 days prior to start of work.
- 2 The contractor must complete work within the scheduled time. No changes in schedule can occur without approval from the authorized Kitchen Staff, or the Technical Authority.

3.8 Temporary Equipment Set-Up

- 1 The Contractor must furnish and maintain all equipment such as ladders, scaffolding, etc. as may be required for the proper execution of the work.

- 2 The Contractor must provide any required equipment, materials or safety devices in order to follow specific safe work practices.
- 3 Temporary electrical power and water may be provided maybe provided by DND. However, Contractor is responsible for sustaining provisions of electrical and water supplies in order to carry out operational cleaning procedures.

3.9 Use of Facilities

- 1 The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- 2 Confine equipment and operation of workers to kitchen area as directed by Technical Authority.

3.10 Building Smoking Environment

- 1 Comply with NO-SMOKING policy in all DND buildings, as well as the NO-SMOKING rule applicable within 10 metres of building entrances.
- 2 The work is subject to inspection by the Base Environmental Officer (B Env O) or designated personnel without prior notice.

3.11 Fire Safety Requirements

- 1 Fire Department Briefing:

The Technical Authority will coordinate arrangements for the Contractor to be briefed on Fire Safety at their pre-work conference by the Base Fire Chief (BFC) or BFC designated personnel before any work is commenced.
- 2 Reporting Fires:

Know the location of nearest fire alarm pull station and telephone, in an emergency phone number 911.

Report immediately all fire incidents to the Kingston Fire Department as follows:
Activate nearest fire alarm pull station; or
Telephone - 911. Report all fire incidents to Base Fire Chief (Ext 5400).
- 3 Persons activating fire alarm pull station or reporting a fire via telephone shall remain near the main entrance to the building to direct the Fire Department to the scene of the fire.
- 4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- 5 Hazardous Substances and or Tasks:

.Work entailing the use of any toxic or hazardous materials, chemicals and/ or explosives, or otherwise creates a hazard to life, safety, or health, will be in accordance with the National Fire Code of Canada.

.Obtain from the Base Fire Chief (BFC) or BFC designated personnel a "Permit" for work involving construction heaters, welding, cutting and soldering, the use of acetylene, oxy-

acetylene, gas operated equipment (i.e. saws, etc), propane and blow torches, in buildings or facilities.

6 Fire Extinguishers:

Supply serviceable fire extinguishers, as scaled by the BFC, or BFC designated personnel, necessary to protect, the work in progress and the Contractors physical plant on site.

7 Questions and/ or Clarification:

Direct any questions or clarification on Fire Safety in addition to the above requirements to the BFC, or BFC designated personnel.

8 Fire Inspections:

Site inspections by the BFC, or BFC designated personnel will be coordinated through the Technical Authority.

Allow the BFC, or BFC designated personnel unrestricted access to the work site.

Co-operate with the BFC, or BFC designated personnel during routine fire safety inspections of the work site.

Immediately resolve all unsafe fire situations observed by the BFC, or BFC designated personnel.

3.12 Cleaning and Completion

- 1 Conduct cleaning and disposal operations in accordance with all Federal, Provincial, or Municipal regulatory requirements and guidelines for environmental protection.
- 2 Despite any other provision of the Contract, scrap and waste materials other than accountable material, derived from the Contract, will revert to the Contractor as part of the Contract Price.
- 3 Damaged surfaces attributable to the work of the Contractor shall be made good in all respects before the work is accepted by the Technical Authority.

ANNEX B: BASIS OF PAYMENT

All information in italics will be removed from any resultant contract. The number in (x) is the estimated usage for the respective price listing.

C.1 Pricing Instructions

- SERVICE CALL RATE IS TO BE AN "ALL INCLUSIVE COST" WHICH COVERS ALL EXPENSES THAT ARE REQUIRED TO PERFORM THE SERVICE PLUS THE FIRST HOUR OF PRODUCTIVE WORK ON SITE.
- Charges for service calls are not applicable if crew is already on site.
- Where a cost estimate has been submitted and accepted by the site authority, fully completed work or services will be performed or provided at a cost no greater than 110% of such estimate.
- HST is not to be included in the pricing and will be extra at 13% and is to be shown as a separate item on all invoices.

C.2.1 Firm Period

First Year date of award to 30 June 2022

Second Year – 1 July 2022 to 30 June 2023

Third Year – 1 July 2023 to 30 June 2024

PRICING BASIS A – Firm
Requirement

Description	Yearly Estimate	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
Major Cleaning (Specification Per 3.5)				
Fort Frontenac (LaSalle Block, FF3)	12	\$ _____	\$ _____	\$ _____
McNaughton Barracks 18 Craftsman Blvd. (B52)	4	\$ _____	\$ _____	\$ _____
McNaughton Barracks 11 Red Patch Ave. (D31)	4	\$ _____	\$ _____	\$ _____
Royal Military College 22 Amiens Ave (Cadet Mess-R32)	6	\$ _____	\$ _____	\$ _____
Royal Military College 9 Point Frederick Dr (R29)	4	\$ _____	\$ _____	\$ _____
Vimy Barracks 1 Princess Royal Ave. (C1)	4	\$ _____	\$ _____	\$ _____
Vimy Barracks 9 Parade Rd. (Dining Hall B31)	12	\$ _____	\$ _____	\$ _____
Minor Cleaning (Specification Per 3.6)				
McNaughton Barracks 18 Craftsman Blvd. (B52)	12	\$ _____	\$ _____	\$ _____

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McNaughton Barracks 11 Red Patch Ave. (D31)	12	\$ _____	\$ _____	\$ _____
Royal Military College 22 Amiens Ave (Cadet Mess-R32)	24	\$ _____	\$ _____	\$ _____
Royal Military College 9 Point Frederick Dr (R29)	12	\$ _____	\$ _____	\$ _____
Royal Military College 24 Duty Drive-(67HMCS Galley)	4	\$ _____	\$ _____	\$ _____
Vimy Barracks 1 Princess Royal Ave. (C1)	12	\$ _____	\$ _____	\$ _____
Vimy Barracks 9 Parade Rd. (Dining Hall B31)	24	\$ _____	\$ _____	\$ _____

PRICING BASIS B – As
and when Required

Service Call (All Work not covered by 3.5 - 3.6)				
Regular Hours (Mon - Fri from 7:30 AM to 4:00 PM)				
Technician	5	\$ _____	\$ _____	\$ _____
Helper	5	\$ _____	\$ _____	\$ _____
Outside Regular Hours		\$ _____	\$ _____	\$ _____
Technician	2	\$ _____	\$ _____	\$ _____
Helper	2	\$ _____	\$ _____	\$ _____
Weekends / Statutory Holidays				
Technician	2	\$ _____	\$ _____	\$ _____
Helper	2	\$ _____	\$ _____	\$ _____

C.2.2 Option Period

First Option: Year 4 - 1 July 2024 to 30 June 2025

Second Option: Year 5 – 1 July 2025 to 30 June 2027

PRICING BASIS A

Description	Yearly Estimate	Year 4 Unit Price	Year 5 Unit Price
Major Cleaning (Specification Per 3.5)			
Fort Frontenac (LaSalle Block, FF3)	12	\$ _____	\$ _____

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McNaughton Barracks 18 Craftsman Blvd. (B52)	4	\$ _____	\$ _____
McNaughton Barracks 11 Red Patch Ave. (D31)	4	\$ _____	\$ _____
Royal Military College 22 Amiens Ave (Cadet Mess-R32)	6	\$ _____	\$ _____
Royal Military College 9 Point Frederick Dr (R29)	4	\$ _____	\$ _____
Vimy Barracks 1 Princess Royal Ave. (C1)	4	\$ _____	\$ _____
Vimy Barracks 9 Parade Rd. (Dining Hall B31)	12	\$ _____	\$ _____
Minor Cleaning (Specification Per 3.6)			
McNaughton Barracks 18 Craftsman Blvd. (B52)	12	\$ _____	\$ _____
McNaughton Barracks 11 Red Patch Ave. (D31)	12	\$ _____	\$ _____
Royal Military College 22 Amiens Ave (Cadet Mess-R32)	24	\$ _____	\$ _____
Royal Military College 9 Point Frederick Dr (R29)	12	\$ _____	\$ _____
Royal Military College 24 Duty Drive-(67HMCS Galley)	4	\$ _____	\$ _____
Vimy Barracks 1 Princess Royal Ave. (C1)	12	\$ _____	\$ _____
Vimy Barracks 9 Parade Rd. (Dining Hall B31)	24	\$ _____	\$ _____

PRICING BASIS B

Service Call (All Work not covered by 3.5 - 3.6)			
Regular Hours (Mon - Fri from 7:30 AM to 4:00 PM)			
Technician	5	\$ _____	\$ _____
Helper	5	\$ _____	\$ _____
Outside Regular Hours		\$ _____	\$ _____
Technician	2	\$ _____	\$ _____
Helper	2	\$ _____	\$ _____

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Weekends / Statutory Holidays			
Technician	2	\$ _____	\$ _____
Helper	2	\$ _____	\$ _____

PRICING BASIS C – Material not included in Pricing Bases A or B.

Material and replacement parts (except free issue) at the laid down cost (*estimated \$3,000/year*) **plus a a discount of:**

Year 1 _____ % **Year 2** _____ % **Year 3** _____ %

Year 4 _____ % **Year 5** _____ %

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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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection

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CCC No./N° CCC - FMS No./N° VME

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- d. 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.
 - e. OPCF/ SEF/ QEF #3 - Drive Government Automobiles Endorsement

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

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