



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 LaurierSt./ 11, rue Laurier
Place du Portage, Phase III**

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**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 Maintenance services on overhead do Services d'entretien pour portes basculantes, appareils de quai et plateformes é	
Solicitation No. - N° de l'invitation EJ196-201764/A	Date 2021-06-17
Client Reference No. - N° de référence du client 20201764	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-317-80129	
File No. - N° de dossier fk317.EJ196-201764	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-07-30 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gauthier, Martin	Buyer Id - Id de l'acheteur fk314
Telephone No. - N° de téléphone (613) 404-8642 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,
East Tower 4th Floor
L'Esplanade Laurier,
Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

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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IMPORTANT NOTICE TO BIDDERS

COVID-19 - Additional Instructions to Bidders

Additional restrictions will include:

- **The Bidder's representative must not have travelled internationally in the past 14 days**
- must not have symptoms of COVID-19
- **must respect physical distancing measures while on site.**
- only one representative per Bidder will be allowed to visit the site

The following mandatory health and safety protection is to be worn by all visitors:

- Work boots
- Face masks due to COVID

To learn more about COVID-19, visit the Public Health Agency of Canada: <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>

Support the use of apprentices

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex E.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Security Requirements Check List, the Cost Estimate Form for Extra Work, the Electronic Payment Instruments, Voluntary Certification to Support the Use of Apprentices and any other annexes.

1.2 Summary

- 1.2.1 To provide maintenance services for Overhead Doors, Dock levelers and Scissor Lifts, including all necessary tools, services, materials, travel and labour to execute the work required for the maintenance of the equipment on the terms and conditions contained herein and must execute such work in accordance with the Statement of Work attached herein as Annex A. This requirement is for Public Services and Procurement Canada (PSPC) located at 455 Boul de la Carrière, Rideau Committee Rooms at 1 Wellington, Ottawa, Ontario, Justice Building at 249 Wellington Street, Ottawa, Ontario and the Food Production Facility at 1170 Algoma Road, Ottawa, Ontario.

The period of any resulting Contract will be for a period of **five (5) years**.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 There is a mandatory site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 – Bidder Instructions.
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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1.2.5 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.

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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: 120 days

2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids 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 Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (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 one (1) site visit to be held on July 6th, 2021. The site visit will begin at 10:00 am, at 455 de la Carrière Boulevard, Gatineau, Québec, (2) the Rideau Committee Rooms at 1 Wellington, Ottawa, Ontario, (3) the Justice Building at 249 Wellington Street, Ottawa, Ontario and (4) the site visit will begin at 14:00 pm at the Food Production Facility at 1170 Algoma Road, Ottawa, Ontario.

Personnel security screening is required prior to gaining authorized access to sites. Bidders must communicate with the Contracting Authority no later than June 28th, 2021 by 2:00pm to confirm attendance and provide the name(s) of the person(s) who will attend and date of birth (DOB). The Bidder's Company

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Security Officer (CSO) must ensure that their representatives hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

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.

It is mandatory that bidders provide and wear safety boots/shoes for the site visit. Bidders who do not comply will not be permitted to attend the site visit.

2.6.1 Additional restrictions will include:

- **The Bidder's representative must not have travelled internationally in the past 14 days**
- must not have symptoms of COVID-19
- **must respect physical distancing measures while on site.**
- only one representative per Bidder will be allowed to visit the site

The following mandatory health and safety protection is to be worn by all visitors:

- Work boots
- Face masks due to COVID

To learn more about COVID-19, visit the Public Health Agency of Canada:

<https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19.html>

Bidders who do not comply will not be permitted to attend the site visit.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [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

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. 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

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 (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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.

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Section I: Technical Bid see Part 4, subsection 4.1.1

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 Pricing Schedule detailed below in Canadian funds. The total amount of Applicable Taxes are excluded.

The following requirement must be strictly adhered to. Failure to do so will render the bidders' proposal as non-responsive.

It is mandatory that bidders submit firm prices/rates for the five year period of the Contract for all items listed hereafter.

Pricing Schedule 1 - Firm Price

Submit a firm all-inclusive prices including all necessary tools, equipment and services, consumable materials, labour for all inspections, transportation, testing, cleaning, maintenance services as detailed in Annex A, Statement of Work, attached herein, in Canadian funds.

Table 1 - Building: 455 boul. De la Carrière Gatineau, Québec

Unit #	Location	Make	Model	Serial #	Year 1	Year 2	Year 3	Year 4	Year 5
1	Loading Dock	Manaras	Thermanite T175-20	120605069	\$	\$	\$	\$	\$
1	Main loading dock	Manaras	Thermanite T175-20	120511049	\$	\$	\$	\$	\$
1	Main loading dock	Blue Giant	Hu 6008-30	339633-02	\$	\$	\$	\$	\$
1	Main loading dock	Blue Giant	ED5/72x96	360110-02	\$	\$	\$	\$	\$
Sub-total					\$	\$	\$	\$	\$
Total template 1					\$				

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Table 2 - Building: Food Production Facility: 1170 Algoma Road Ottawa Ontario

Unit #	Location	Make	Model	Serial #	Year 1	Year 2	Year 3	Year 4	Year 5
1	Loading dock area	Micanan	Pro-HHDN	# 188640-1	\$	\$	\$	\$	\$
1	Loading dock area	Micanan	Pro-HHDN	# 188640-2	\$	\$	\$	\$	\$
1	Loading dock area	Micanan	Pro-HHDN	# 188640-3	\$	\$	\$	\$	\$
1	Loading dock area	Micanan	Pro-HHDN	# 188640-4	\$	\$	\$	\$	\$
1	Loading dock area	Micanan	Pro-HHDN	# 188640-5	\$	\$	\$	\$	\$
1	Loading dock area	Micanan	Pro-HHDN	# 188640-6	\$	\$	\$	\$	\$
1	Loading dock	Pentalift	na	na	\$	\$	\$	\$	\$
1	Loading dock	Pentalift	na	na	\$	\$	\$	\$	\$
1	Loading dock	Blue Giant	na	na	\$	\$	\$	\$	\$
1	Loading dock	Blue Giant	na	na	\$	\$	\$	\$	\$
1	Loading dock (kitchaen area)	Albany	Thermal Freeze	39825-1-1	\$	\$	\$	\$	\$
1	Loading dock (kitchen area)	Rytech	Predadoor	na	\$	\$	\$	\$	\$
1	Loading dock (shipping)	Micanan	Pro-GH	189791	\$	\$	\$	\$	\$
Sub-total					\$	\$	\$	\$	\$
Total template 2					\$				

Table 3 - Building: Rideau Committee Room Building: 1 Wellington St, Ottawa Ontario

Unit #	Location	Make	Model	Serial #	Year 1	Year 2	Year 3	Year 4	Year 5
1	Loading dock area	Overhead Door	RBD-103	PSPC 80-155-03	\$	\$	\$	\$	\$
1	Loading dock area	Overhead Door	RBD-103	PSPC 80-155-02	\$	\$	\$	\$	\$
1	Loading dock area	Manaras	MSJ	91-050130	\$	\$	\$	\$	\$
1	Loading dock area	Level Rite	LR-LT201	Tag 05-230-01	\$	\$	\$	\$	\$
Sub-total					\$	\$	\$	\$	\$
Total template 3					\$				

Table 4 - Building: Justice Building: 249 Wellington St, Ottawa Ontario

Unit #	Location	Make	Model	Serial #	Year 1	Year 2	Year 3	Year 4	Year 5
1	Loading Dock Area	Breakaway	Pro-RCGHW	134076	\$	\$	\$	\$	\$
Sub-total					\$	\$	\$	\$	\$
Total template 4					\$				

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
 CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

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Summary of Pricing Schedule 1 (table 1 to 4)

Note: The annual totals from each table will be added together and these totals must be placed in the 'Firm Price' column of each Summary table for each respective year. These annual Firm Price totals must then be divided into quarterly rates and put in the appropriate Firm Quarterly Rate space.

Period	Firm Quarterly Rate	Number of Quarters	Firm Price
Year 1	\$	x 4	\$
Year 2	\$	x 4	\$
Year 3	\$	x 4	\$
Year 4	\$	x 4	\$
Year 5	\$	x 4	\$
Total of Pricing Schedule 1 (table 1 to 4)			\$

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

Pricing Schedule 2: Extra Work – As and When Requested

Extra work as described in Annex A - Statement of Work - "Extra Work" will be conducted on an as and when requested basis where charges must be made for actual labour and repair and replacement parts. Estimated quantity of hours per year for extra work is for evaluation purposes only.

When "As and when" work is requested during the contract period, the contractor must complete and submit the *Annex C "Cost Estimate Form for Extra Work"*. Written authorization must be obtained from the Technical Authority prior to conducting any extra work.

Submit a Firm All-inclusive Labour Rate (including Overhead, Profit, and all related Costs) in Canadian funds.

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2.1 LABOUR: Our firm hourly rate per qualified **Technician** will be:

i) Regular Time: <i>Monday to Friday 07:00 until 17:00</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$	\$	\$	\$	\$
Estimated quantity of hours per year:	80	80	80	80	80
Extended Price:	\$	\$	\$	\$	\$
2.1 (i) SUB-TOTAL: \$ _____					

ii) Overtime: <i>Time and a Half (1.5 x reg. hourly rate)</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$	\$	\$	\$	\$
Estimated quantity of hours per year:	15	15	15	15	15
Extended Price:	\$	\$	\$	\$	\$
2.1 (ii) SUB-TOTAL: \$ _____					

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iii) Premium Overtime Sunday and statutory Holidays	Year 1	Year 2	Year 3	Year 4	Year 5
Rate/Hour	\$	\$	\$	\$	\$
Estimated quantity of hours per year:	5	5	5	5	5
Extended Price:	\$	\$	\$	\$	\$
2.1 (iii) SUB-TOTAL: \$ _____					

2.2 MATERIALS: Materials will be charged at our laid-down cost plus a mark-up of:

	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage Mark Up	____%	____%	____%	____%	____%
Estimated Expenditure	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
* Extended Price:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.2 SUB-TOTAL:					\$ _____

* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure (Example: Year 1, \$500.00 estimated expenditure; 10% mark-up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00).

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

i) MARK-UP - The difference between the Contractor's laid-down cost for product and resale price to Canada. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

ii) LAID-DOWN COST - The cost incurred by a vendor to acquire a specific product or service for resale to Canada. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

AUTHORIZATION FOR DELIVERY: The consignee shall request delivery of goods/services identified in Pricing Schedule 2, 2.1 (i), (ii), (iii) and 2.2 on an authorization form provided by the Technical Authority.

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TOTAL ASSESSED PROPOSAL PRICE

Sum of Basis of Pricing

Pricing Schedule 1: = Subtotal \$ _____ +

Pricing Schedule 2: 2.1 (i) to (iii) = Subtotal \$ _____ +

Pricing Schedule 2: 2.2 = Subtotal \$ _____ +

Total assessed proposal price = \$ _____

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex “D” 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 Submission of Evidence

Submission of Evidence as described at 4.1.1.2 to 4.1.1.4 must be included with the bid at time of solicitation closing. However, if the following is not submitted with the bid by the solicitation closing date, 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.

The evidence provided by the bidder may be verified.

4.1.1.2 Mandatory Service Technician's and Qualified Persons on site

To carry out the work on this requirement, the Bidder must provide 3 (three) Service Technicians in the field of maintenance of Overhead Doors, Dock Levelers and Scissor Lift services.

The Bidder must provide direct supervision of maintenance technicians or by a Field Superintendent to ensure quality workmanship and proper service of the equipment and someone having the appropriate minimum of two (2) years of experience in the related field.

The Bidder must provide the name of Service Technician:

	First and Last Name
Technician 1	
Technician 2	
Technician 3	

The following certificates/cards must be provided for each Service Technician proposed by the Bidder. Each of the certificate/card must be valid (not expired) as of the bid closing date of this RFP.

- A Certificate of Ontario Health and Safety Awareness Training for Employees;
- A valid Working at Heights Safety Training Certificates/wallet card;
- A valid Workplace Hazardous Material Inventory System (WHMIS) Training Certificate/wallet card;
- A valid Electrical Safety Awareness Certificate/wallet card;

Additionally: Personnel performing work in close proximity to or on electrical equipment that is live or may become live must be in possession of a valid Arc Flash Training Certificate/wallet card.

All apprentices employed by the Contractor must work under the direction of a Journeyman Technician.

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4.1.1.3 Mandatory Employee Experience and Past Performance

The Bidder must provide evidence for each of its proposed personnel's recent experience by providing three (3) similar projects/contracts completed within the last eight (8) years prior to the solicitation closing date.

It is mandatory that the personnel has a minimum of three (3) years' experience within the past eight (8) years prior to the solicitation closing date in the field of maintenance services for overhead doors, dock levelers and scissor lifts comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, Part 3.

- The Bidder must provide the information using the form below.
- Similar is defined as a comprehensive maintenance service on overhead doors, dock levelers and scissor lifts comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, Part 3 Equipment Inventory.
- Past eight (8) years is defined as from November 1st 2013 up to an including the RFP closing date.

In cases where the performance period of the project or contract overlap with or duplicate in part the performance period of another project or contract, the overlapping or duplicate period will only be considered once when calculating the minimum requirement of three (3) years' experience.

Technician no. 1			
Provide the name of the Proposed Personnel: _____			
Name of client organization or Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____	Project/Contract Reference #3: _____
Name and title of client contact who can confirm the information presented in the bid	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (yyyy/mm/d d) To: _____ (yyyy/mm/dd)	From: _____ (yyyy/mm/dd) To: _____ (yyyy/mm/dd)	From: _____ (yyyy/mm/dd) To: _____ (yyyy/mm/dd)
Technician no. 2			
Provide the name of the Proposed Personnel: _____			
Name of client organization or Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____	Project/Contract Reference #3: _____
Name and title of client contact who can confirm the information presented in the bid	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____

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Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)
Technician no. 3 Provide the name of the Proposed Personnel: _____			
Name of client organization or Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____	Project/Contract Reference #3: _____
Name and title of client contact who can confirm the information presented in the bid	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)	From: _____(yyyy/mm/dd) To: _____(yyyy/mm/dd)

4.1.1.4 Mandatory Contractor's Experience and Past Performance

The Bidder must provide evidence of its recent experience by providing three (3) similar projects/contracts within the past five (5) years prior to the solicitation closing date whereby the organization has performed satisfactorily.

- The Bidder should provide the information using the form below.
- Similar is defined as a comprehensive service on service on overhead doors, dock levelers and scissor lifts comparable in size, scope and complexity to the equipment listed in Annex A, Statement of Work, Part 3 Equipment Inventory.
- Past five (5) years is defined as from November 1st, 2016 up to and including the RFP closing date

In the event where the information for any of the projects cannot be confirmed by the client contacts named in the proposal, the proposal will be considered non-responsive and no further consideration will be given to the proposal. If the Bidder submits references in excess of the stated requirement, only the references up to the identified limit of *three (3)* projects will be assessed. The first *three (3)* projects listed in the proposal will be considered for evaluation.

In cases where the performance period of the project or contract overlap with or duplicate in part the performance period of another project or contract, the overlapping or duplicate period will only be considered once when calculating the minimum requirement of three (3) years' experience.

	PROJECT/CONTRACT REFERENCE # 1	PROJECT/CONTRACT REFERENCE # 2	PROJECT/CONTRACT REFERENCE # 3
Name of client organization or Company	Project/Contract Reference #1: _____	Project/Contract Reference #1: _____	Project/Contract Reference #1: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E- mail: _____	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate year, month, day)	From: _____ (yyyy/mm/dd) To: _____ (yyyy/mm/dd)	From: _____ (yyyy/mm/dd) To: _____ (yyyy/mm/dd)	From: _____ (yyyy/mm/dd) To: _____ (yyyy/mm/dd)
Description of Project/Contract	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____

4.2 Apprentices

Apprentices employed by the Contractor must be fully registered in a Tradesman Program related to the services in Annex A, Statement of Work. Apprentices must work, at any time, under the direction of a Journeyman Mechanic. Canada reserves the right to request proof of registration in a Tradesman Program at any time during the term of the contract

4.3 Reference Checks

Reference checks for the purpose of this technical evaluation may be used to verify and validate the bidder's response. In the event of contradiction between the information provided by the reference and the one provided by the bidder, the information provided by the reference will be retained for evaluation purposes. If the information provided by the Bidder cannot be verified or validated, the information will not be evaluated and the bid will receive a NOT MET for the criteria in question. Crown references will also be accepted.

4.4 Basis of selection

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

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 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.

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Employee Information for Security

The Bidder *must* specify the following information regarding employees proposed in Part 4, Section 4.1.1 (Technical Bid) to provide services against any resulting contract:

LEGAL NAME (First and Last)	DATE OF BIRTH dd-mm-yyyy	CURRENT CLEARANCE HELD

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.

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex B.
 - b) *Industrial Security Manual* (Latest Edition).

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7.4 Term of Contract

7.4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive. **(To be insert at contract award)**

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Martin Gauthier
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting Directorate
140 O'Connor Street, East Tower, 4th Floor
Ottawa, ON K1A 0S5
Tel: 613-404-8642
E-mail address: Martin.gauthier@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____ *"TO BE PROVIDED AT CONTRACT AWARD"* _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____.

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

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7.5.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____ "TO BE PROVIDED AT CONTRACT AWARD" _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Cellular: _____

E-mail: _____

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 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ (to be determined) (Applicable Taxes excluded) of which \$ (to be determined) (Applicable Taxes excluded) is for goods and/or services enumerated or described in Pricing Schedule 1, and \$ (to be determined) (Applicable Taxes excluded) is for additional goods and/or services that may be requested on an "As and When Requested" basis at the prices and/or rates set out in Pricing Schedule 2.

7.7.2 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with General Conditions 2035 16 (2014-09-25) 'Payment Period' and the following tables. Applicable Taxes are extra, if applicable.

a) Firm rates will be paid in accordance with Pricing Schedule 1 in *four (4) equal quarterly payments*.

b) "As and When Requested" Work:

Any costs incurred for Extra Work will be paid, in accordance with Pricing Schedule 2 and the Statement of Work, Annex A, on an "as and when requested" basis, after completion, inspection and acceptance of the work performed.

Canada's total liability to the Contractor under the "as and when requested" portion of the Contract must not exceed **(to be determined)**. Applicable Taxes are extra, if applicable.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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- (a) when it is 75 percent committed, or
(b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority

whichever comes first.

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.

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.

(At contract award - insert appropriate pricing table(s) here)

7.7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department, apply to and form part of the Contract.

7.7.4 Electronic Payment of Invoices

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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions - Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

2. The Contractor must distribute the invoices and reports as follows:

- (a) The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the following address for certification and payment :

Public Works and Government Services Canada
Maintenance and Operational Assurance Services
Minto Place 18th Floor
180 Kent Street, Ottawa, Ontario
Ottawa, Ontario, K1A 0S5
Attention: _____ **(insert at contract award)**

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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

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);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Annex C, Cost estimate Form for Extra Work;
- (f) the Contractor's bid dated ___(to be inserted at Contract award)_____.

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

7.13.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 Commercial General Liability Insurance**. 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. Coverage must be placed with an Insurer licensed to

carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13.2 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.

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Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
File No. - N° du dossier
fk317.EJ196-201764

Buyer ID - Id de l'acheteur
FK317
CCC No./N° CCC - FMS No./N° VME

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. 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.

7.14 Cellular Phones

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

7.15 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

7.16 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Technical Authority.

The Contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

7.17 Voluntary Reports for Apprentices Employed during the Contact

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade specialty

(Add lines if needed)

7.18 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](#)".