

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC/Réception des soumissions -**  
**TPSGC**  
**11 Laurier/11 rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1/Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Gatineau**  
**Ontario**  
**K1A 0S5**  
**Bid Fax: (819) 775-7279**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Property Management Project Division/Division du  
projet de gestion immobilière  
Sir Charles Tupper Building 4th Fl  
Édifce Sir Charles Tupper 4e étag  
A-425-F  
2720 Riverside Drive/  
2720, promenade Riverside  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Real Property 1 (RP1) - RFI2	
<b>Solicitation No. - N° de l'invitation</b> EP008-112560/C	<b>Amendment No. - N° modif.</b> 011
<b>Client Reference No. - N° de référence du client</b> 20112560	<b>Date</b> 2013-08-19
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SGC-002-61220	
<b>File No. - N° de dossier</b> gc002.EP008-112560	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wong, Lisa	<b>Buyer Id - Id de l'acheteur</b> gc002
<b>Telephone No. - N° de téléphone</b> (613) 736-3058 ( )	<b>FAX No. - N° de FAX</b> (613) 736-3114
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **AMENDMENT 012**

### **REQUEST FOR INFORMATION (RFI) REGARDING REAL PROPERTY 1 (RP-1) - PROPERTY MANAGEMENT AND PROJECT DELIVERY SERVICES (FORMERLY KNOWN AS ALTERNATIVE FORMS OF DELIVERY) FOR PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

**THIS AMENDMENT HAS BEEN RAISED TO EFFECT THE FOLLOWING CHANGES:**

**Insert:**

**1) RFI Questions and Answers**

**2) The following Annexes to the RFI:**

**Annex O - Draft RP-1 Request for Proposal**

- Annex O.1 - Summary
- Annex O.2 - Special Instructions to Bidders (SI)
- Annex O.3 - General Instructions to Bidders (GI)
- Annex O.4 - Submission Requirement and Evaluation (SRE)
- Annex O.6 - Articles of Agreement (AA)
- Annex O.7 - Supplementary Conditions (SC)
- Annex O.8 - General Conditions (GC)
- Annex O.9 - Terms of Payment (TP)
- Annex O.10 - Work of Authorization Process (WAP)
- Annex O.11 - Statement of Work (SOW)
- Annex O.12 - Attachments to SOW

**3) Phase 7**

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**1) RFI Questions and Answers**

- Q.1. With respect to the Statement of Work section 5.2 Provide Construction Project Services, is the intent that the Contractor provide construction management services (ie. become the General Contractor, coordinate the trades, provide site supervision) and Design services or rather that the Contractor perform project management of construction activities (ie. procure a General Contractor) and act as the owner's representative, as is the case in the current AFD contract? What is the intent of this section 5.2 vs section 5.1 Provide Project Management Services?

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- A.1. With respect to the question pertaining to Section 5.2 Provide Construction Project Services, please note that the intent is to reduce direction provided to the contractor as to how to manage and deliver projects. Noting that project delivery requirements, as reflected in the Statement of Work, have since evolved, the aim is to have the contractor determine how best to deliver projects, whether acting as General Contractor or procuring one, with the proviso that the proposed method be demonstrated to provide best value and that no work can proceed without expressed authorization from the Technical Authority.
- Q.2. The RP-1 industry consultation that occurred in Ottawa on February 20, 2013, included lengthy discussions and recommendations from various participants related to the draft basis of payment terms. If PWGSC is contemplating revising the draft basis of payment terms in response to the industry consultation feedback, we suggest that it would be beneficial to all parties if a revised draft basis of payment terms were made available for review and comment prior to issuing the RFP. This would allow bidders an opportunity to ensure that the terms are well understood and do not cause problems in the financial evaluation of the response.
- A.2. Public Works and Government Services Canada is in the process of working on the RP-1 procurement draft documents, including draft terms of payment, and is sharing them in this RFI Amendment.
- Q.3. In the RFI-1 and initial Industry Consultation, PWGSC indicated that one of the objectives of this process was to ensure supplier diversification through award to more than one service provider. PWGSC has now confirmed that there will be no limiting strategy regarding the selection of service providers. COMPANY participated in this process because of PWGSC's approach that encouraged participation from regional service providers. This element of RFI 2 Amendment 009 negatively impacts the competitiveness of regional service providers and will now be a determining factor in our continued participation in RP-1. COMPANY would like PWGSC to evaluate this approach and the impact to regional providers in the spirit of open and fair competition designed to provide best value to Canada.
- A.3. Pursuant to successful discussions with Industry and various stakeholders over the past three (3) years, PWGSC has incorporated many of the recommendations provided by Industry. Evaluations will be done on a per region basis meaning the Bidder presenting the best value in that specific region will be awarded the resulting contract for that specific region. It was determined that incorporating a limiting strategy would have impacted the openness of the solicitation process and changes were made to ensure that the eventual selection process will result in Service Provider(s) that have the necessary experience, capacity, infrastructure, ability to assemble the various subcontractors necessary, and financial capability to manage this type of requirement, as well as offer best value to Canada and the Canadian Taxpayer. Please note that all decisions were subject to a comprehensive fairness review process including the use of outside monitors who found no issues with the proposed process.
- Q.4. RFI 2 amendment 009 confirms a reduction in portfolios from 8 to 6. We believe this approach further limits the participation of regional service providers by increasing the size of portfolios and favours a small number of national service providers. This element of RFI 2 Amendment 009 negatively impacts the competitiveness of regional service providers and will now be a determining factor in our continued participation in RP-1. COMPANY would like PWGSC to evaluate this approach and the impact to regional providers in the spirit of open and fair competition designed to provide best value to Canada.

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- A.4. During the industry consultations, existing regional contract boundaries were identified to PWGSC as being appropriate. The current three National Capital Area (NCA) contracts will be combined into a single NCA contract for RP-1.
- Q.5. Transition costs have not been addressed as discussed in Industry Consultation meetings. Transition costs for RP 1 will be significant and, if evaluated as part of the overall bid price, will favour the incumbent service provider. This negatively impacts the competitiveness of all service providers all while favouring the incumbent and will be a determining factor in our continued participation in RP-1. COMPANY would like PWGSC to address transition costs in a fair and transparent manner that does not favour the incumbent service provider.
- A.5. While there is no obligation on Canada to reduce the impact of transition costs on service providers and the process has been subject to an extensive fairness review, there are changes contemplated to the procurement that may address a portion of this issue. Please refer to the latest terms of payment included in this RFI.
- Q.6. COMPANY would like PWGSC to consider excluding facilities and campuses whose requirements are not as comprehensive as the full scope of services included in RP-1. We believe that the unique requirements of some of Canada's technical and specialized facilities and campuses would be better served by a service provider highly experienced in technical operations and maintenance activities. There is an opportunity for Canada to obtain best value through the procurement of only those services required at a facility. This approach provides the flexibility to define site specific KPIs and more detailed site specific service requirements. Furthermore, a tailored technical evaluation of bidders can be accomplished by taking into account site specific particularities and encourage valued engineering proposals. A separate procurement model and approach for these critical facilities and campuses will also provide PWGSC with a basis for comparison with the RP-1 contractual model.
- A.6. While we do not disagree with your suggestions, it was determined that the overall best value for Canada was to include most of its facilities and campuses under one national solicitation, thereby allowing the service provider(s) to utilise their own creativity in delivering the services in a manner that best suits the specific site service requirements.

## 2) Annex O - Draft RP-1 Request for Proposal

See attached.

## 3) Phase 7

The first draft RP-1 Request for Proposal was issued on January 25, 2013. Phase 7 is offering industry the opportunity to provide feedback on the latest draft of the RP-1 Request for Proposal (RFP).

PWGSC is seeking feedback on the draft RFP by **September 5, 2013**. Those companies that wish to submit feedback should send by e-mail to [Biensimmobiliers1.RealProperty1@tpsgc-pwgsc.gc.ca](mailto:Biensimmobiliers1.RealProperty1@tpsgc-pwgsc.gc.ca).

# **DRAFT REQUEST FOR PROPOSAL**

## **FOR**

### **REAL PROPERTY - 1**

### **PROPERTY MANAGEMENT AND PROJECT DELIVERY SERVICES (RP-1)**

### **PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC)**

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

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Work Authorization Process (WAP)

Statement of Work (SOW)

## SUMMARY

The Real Property Branch (RPB) of PWGSC has been leveraging the private sector to augment its capacity to effectively deliver property management services, lease administration, project delivery services, and other related real property services across Canada since 1998.

### Alternative Forms of Delivery (AFD)

The first Alternative Forms of Delivery (AFD) initiative in 1998 competed thirteen contracts nationally to manage PWGSC office facilities across the country, awarding all thirteen to Brookfield LePage Johnson Controls (BLJC). This initiative represented a large-scale outsourcing of property management and project delivery services in approximately 250 office facilities across the country.

Based on the positive results in cost and program effectiveness, the AFD initiative was renewed in 2005 when the thirteen contracts expired. PWGSC solicited eight regionally based contracts, awarding them all to SNC-Lavalin ProFac now known as SNC-Lavalin O&M, after an open, fair and transparent solicitation process. Through these contracts, PWGSC has expanded the number and/or type of assets managed to over 300 PWGSC office buildings and approximately 745 facilities belonging to other government departments (OGD's). The current AFD contracts with SNC-Lavalin O&M will expire on March 31, 2015.

### National Service Management Strategy (NSMS)

While most of PWGSC's facilities were managed by the private sector under the AFD contracts, the Real Property Branch reviewed its mandate and adopted a vision in April 2007, which was *"to be a modern corporate real estate organization that employs best practice to provide value to government and clients through the provision of a well-managed real estate portfolio and quality services that are delivered by a professional and proud workforce."* A key component of this vision was the National Service Management Strategy (NSMS), an umbrella service strategy to keep on building capacity and agility. That means, ensuring clients have the services they need, relying on private-sector service providers for hands-on service delivery, and managing contract mechanisms to ensure government is getting good value for money.

Therefore, the NSMS has allowed RPB to solidify its position as a corporate real estate organization, with access to the private sector's expertise and innovation to increase the service delivery capacity. The AFD contracts are a good example to demonstrate that leveraging the private sector is a cost-effective method of service delivery for the federal government.

The **Real Property-1: Property Management and Project Delivery Services (RP-1)** contracts will replace the existing AFD contracts. The RP-1 will consist of six regional, cost reimbursable performance-based contracts to provide a comprehensive range of real property services for federally-owned and leased assets across Canada. The resulting RP-1 contracts will include the option for RPB to add or remove assets during the term of the contracts. The contracts will be for a seven year base period, with an option to extend the period by three additional two-year periods, for a total potential duration of up to thirteen years.

### RP-1 Overview

To ensure a fair, open and transparent process, a fairness monitor was engaged and will continue to monitor throughout the procurement process. As a preliminary step in the planning and preparation of the RP-1 Request For Proposal, Acquisitions Branch (AB), on behalf of RPB, posted a Request for Information (RFI) on MERX and held national consultations with the industry to explore the current real property environment and secure information on new and innovative approaches for the delivery of

property management, project delivery and other related real property services. In August 2012, PWGSC issued a second RFI process to invite industry feedback on the draft RP-1 procurement documents. Industry Associations and potential bidders were also invited to attend several consultation sessions regarding the RP-1 procurement strategy.

Feedback obtained from Industry engagement has enabled PWGSC to ensure that the RP-1 procurement exercise respects and responds to industry capacity, acknowledges trends and leverages the innovative approaches that have emerged since the last procurement in 2004. The RFI also served to provide potential bidders additional time to review the requirement, obtain the required security clearances, and prepare for bidding. Furthermore, the RP-1 team has relied on expert external consultants, as well as on collaboration with internal Centres of Expertise from across Canada, to ensure a consistent approach to requirement definition and the terms and conditions of the contract. These activities have enabled the Department to make informed decisions surrounding the procurement process and reduce the risks associated with the RP-1 procurement.

### ***Request for Proposal***

The scope of services that will be provided under each RP-1 contract, as set out in the SOW includes:

- Management Services, including Quality and Performance Management, Communications and Information Services, Business Administration Requirements and Property Management Services;
- Services to Establish Third-party Leases with commercial and other non-federal tenants in federal buildings;
- Lease Administration Services, for space leased by PWGSC to meet the needs of federal tenants;
- Project Delivery Services, including management and delivery of construction projects up to \$1M and other real property projects; and
- Optional Services, including development of Asset Management Plans and Building Condition Reports, delivery of projects greater than \$1M, and provision of Space Measurement and tenant Facilities Management Services.

In relation to existing AFD contracts, the SOW includes new provisions for:

- adoption and application of good industry practices to ensure best value;
- formal acceptance of contractor business processes, referred to as the contractor's Service Delivery Regime;
- increased emphasis on occupational health and safety and sustainability;
- better definition of deliverable requirements and quality; and
- enhanced performance measurement, including the addition of a Key Performance Indicator (KPI) covering the integrity of information provided by the contractor.

The RP-1 contracts will include delivery of all of these real property services to approximately 2,650 PWGSC buildings and 500 Other Government Department (OGD) buildings, predominantly under the custodianship of the Canada Border Services Agency (CBSA), Natural Resources Canada (NRCan) and the Royal Canadian Mounted Police (RCMP).



## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Solicitation Documents
SI02	Security
SI03	List of Regions
SI04	Enquiries – Bid Solicitation
SI05	Bidders' Conference
SI06	Optional Site Visits
SI07	Conflict Of Interest – Unfair Advantage
SI08	Agreements
SI09	Planned Procurement Schedule Overview
SI10	Volumetric Data
SI11	Real Property 1 – Technical Information
SI12	Confidentiality Agreement
SI13	Debriefings

### SI01 SOLICITATION DOCUMENTS

The following are the solicitation documents:

- Request for Proposal – Page 1
- Special Instructions to Bidders (SI)
- General Instructions to Bidders (GI)
- Submission Requirement and Evaluation (SRE)
- Bid Submission Form and its Appendices
- Articles of Agreement (AA)
- Supplemental Conditions (SC)
- General Conditions (GC)
- Terms of Payment (TOP)
- Work Authorization Process (WAP)
- Statement of Work (SOW) and its attachments

### SI02 SECURITY

There is a security requirement associated with this requirement. Security (Designated Organizational Screening – DOS clearance) is required prior to bid closing. For additional information, see SC17 Security Requirement. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) Website.

### SI03 LIST OF REGIONS

Real Property 1 (RP-1) assets have been organized into six Regions. Bidders are requested to submit one bid proposal addressing the bid solicitation requirements for all of the Regions they wish to be considered as a bidder. Further information on proposal organization can be found in Submission Requirement and Evaluation (SRE). The six Regions are identified as follows:

Title	Region Number
Atlantic	001
Quebec	002
National Capital Region	003
Ontario	004

Western	005
Pacific	006

**SI04 ENQUIRIES – BID SOLICITATION**

1. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
2. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**SI05 BIDDERS' CONFERENCE**

1. A bidders' conference will be held at \_\_\_\_\_ on the (date) \_\_\_\_\_ from (time) \_\_\_\_\_ to \_\_\_\_\_ (EST). The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.
2. Bidders are requested to register with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to discuss at least five (5) working days before the scheduled conference.
3. Bidders that cannot attend in person can participate by WEBEX. WEBEX is a link for a web-based presentation and conference call. The link will allow participants to follow the bidder's conference presentation in the language of the participants' choice. Teleconference numbers will be provided for both English & French to facilitate asking questions. Bidders are requested to register with the Contracting Authority before the conference to confirm attendance via WEBEX. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to discuss at least five working days before the scheduled conference. The Contracting Authority will then reply with the WEBEX link and the teleconference numbers.
4. Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be issued as an amendment to the bid solicitation.
5. Bidders who do not attend will not be precluded from submitting a bid.

**SI06 OPTIONAL SITE VISITS**

1. Arrangements have been made for a tour of a number of work sites. The site visit dates, times and locations are detailed below.

2. Bidders must communicate with the Contracting Authority no later than 10 days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend.
3. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required may not be allowed access to the sites. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visits will be issued as an amendment to the bid solicitation.
- \* PWGSC is tentatively scheduling all of these site visits between October 15, 2013 and October 22, 2013.
- \*\* Contact information and Site Visit Authority will be populated at time of the solicitation.

Region	City	Building Name & Address	Schedule* (Local Time)	Site Visit Contact**	Site Visit Authority**
<b>Pacific</b>					
	Vancouver	Douglas Jung Building, 401 Burrard St, Vancouver, BC			
	Vancouver	Sinclair Centre, 757 West Hastings, Vancouver, BC			
<b>Western</b>					
	Winkler MN	Winkler Hw 32 General Delivery (MB) R6W 1A0			
	Winnipeg	Winnipeg Taxation Data Centre 66 Stapon Road Winnipeg, MB			
	Winnipeg	Revenue Canada Warehouse 201 Weston Avenue Winnipeg, MB			
	Winnipeg	RCMP "D" Division Headquarters 1091 Portage Avenue Winnipeg, MB			
	Winnipeg	The Canadian Grain Commission Building 303 Main Street Winnipeg MB			
<b>Ontario</b>					
	Prescott	Hwy 16 & 2, P.O. Box 400			
	Newmarket	O Division Detachment 345 Harry Walker Parkway, L3Y 8P6			
	Toronto	1 Front Street			
	Toronto	200 Town Centre			
	London	457 Richmond Street			

Contract No. - No du contrat

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CCC No./No CCC – FMS No./ No VME

	Chatham	65 William Street			
<b>NCA</b>					
	Ottawa	TPOF - 1426 St Joseph Blvd., Ottawa K1A 0R2			
	Gatineau	National Printing Bureau, 45 Sacre-Cœur Blvd.			
	Gatineau	Place Du Portage, Portage IV, 140 Promenade du Portage			
	Gatineau	Louis St-Laurent, 555 Chemin de la Carriere			
	Ottawa	Connaught Bldg., 555 MacKenzie Avenue			
	Ottawa	C.D. Howe Bldg 240 Sparks St.			
	Ottawa	Lester B. Pearson 125 Sussex Drive			
	Ottawa	Bldg. 3 - 1 Haanel Drive, Canmet Complex 1 Haanel Drive Canmet Complex			
<b>Quebec</b>					
	Stanhope	1000 Route 147 Stanhope (QC) J1A 2S2			
	Drummondville	RCMP C Division Detachment 240 Blvd Lemire J2B 6X1			
	Montréal	Complexe Guy-Favreau 200, boul. René-Lévesque Ouest			
	Montréal	Édifice des Douanes 400 Youville/105 McGill			
	Shawinigan-Sud	Centre fiscal 4695, 12 <sup>e</sup> Avenue			
	Québec	Édifice Louis St-Laurent 3 Passage du Chien d'Or			
<b>Atlantic</b>					
	Amherst NS	RCMP H Division 39 Victoria St. West B4H 1B6			
	Centreville NB	1449 Route 110 Royalton, (N-B) E7K 2E3			

	Charlottown PEI	Jean Canfield Building 191 University Avenue Charlottetown			
	Dartmouth NS	"H" Division Garland Avenue, Burnside Industrial Park Dartmouth			
	Moncton NB	GOCB 1075 Main Street Moncton			
	St John's NFLD	John Cabot Building 10 Barter's Hill St John's			

**SI07 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

Canada may reject a bid under G117 Conflict Of Interest – Unfair Advantage. The following list provides names of private sector consultants and temporary agency personnel that have been employed directly or indirectly in the preparation of this RFP. These individuals should not be employed by the bidder and are not to assist in any way with the preparation of the bid proposal.

RESOURCE NAME	COMPANY
Adam Elsaadi	-Protak Consulting Group Inc. -Strategic Relationships Solutions -Lannick Contract Solutions
Ashwin Jain	PWGSC (Term employee)
Bruce Bingham	3755479 CANADA INC. (Maxsys Staffing & Consulting)
Christopher Francis	PWGSC (FSWEP student)
Dan Scharf	Interis
David Patton	3755479 CANADA INC. (Maxsys Staffing & Consulting)
Duane Herperger	-3925994 Canada Inc. (IdeaConnect Marketing and Communications) -Modis Canada (previously known as Ajilon)
Elmer Ozipko	Strategic Relationships Solutions
Frank Van Gool	Groupe Intersol Group Ltd.
Jamie Chapman	The AIM Group
Janet Labrecque	PWGSC (Casual)
Janet Lee	PWGSC (Casual)
Joy Vervoort	PWGSC (Casual)
Julie Filion	Groupe Intersol Group Ltd.
Kathleen Connelly	Groupe Intersol Group Ltd.
Kiera Obbard	PWGSC (Casual)
Linda Giacobbi	PWGSC (Casual)
Lindsay Brown	PWGSC (Casual)
Lorraine Charette	Lannick Contract Solutions
Melanie Poulin-Delisle	Groupe Intersol Group Ltd.
Michael O'Regan	-Innovatus Consulting Corp. -Lannick Contract Solutions Inc.
Micheline Juneau	Spearhead Management Canada Limited
Neil Lillico	Altis Human Resources (Ottawa) Inc.
Odette Levac	Strategic Relationships Solutions
Peter Neville	3755479 CANADA INC. (Maxsys Staffing & Consulting)
Phil Penny	-3755479 CANADA INC. (Maxsys Staffing & Consulting)

	-Numetrica Inc.
Raymonde D'Amour	Groupe Intersol Group Ltd.
Rhoden McDonald	Strategic Relationships Solutions
Richard Marleau	-3755479 CANADA INC. (Maxsys Staffing & Consulting) -7530021 Canada Inc.
Robin Vandekleut	The AIM Group
Ron Staigh	Altis Human Resources (Ottawa) Inc.
Sarah Oberholzer	1092009 Ontario In. Personnel Force
Sharon Christian	PWGSC (FSWEP Student)
Thomas Dallaire	PWGSC (FSWEP Student)
Tom Cockwell	-Foursight Consulting -Maplesoft Consulting Inc.
Warren Wilson	Groupe Intersol Group Ltd.

**SI08 AGREEMENTS**

1. This requirement is subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA) and the World Trade Organization-Agreement on Government Procurement (WTO-AGP).
2. Multiple Comprehensive Land Claim Agreements (CLCAs) apply as these services will be performed within areas covered by CLCAs.

Region	Title	Applicable CLCA
001	Atlantic	Labrador Inuit Land Claims Agreement
002	Quebec	James Bay and Northern Quebec Agreement (JBNQA)
003	National Capital Area	Not applicable
004	Ontario	Not applicable
005	Western	Tlicho Land Claims Agreement
006	Pacific	Kwanlin Dun First Nation Final Agreement, and Ta'an Kwach'an Council Final Agreement

**SI09 PLANNED PROCUREMENT SCHEDULE OVERVIEW**

The following key activities and target dates are provided for planning purposes only and do not constitute nor imply any commitment by Canada.

Activity Description	Target Dates
Complete Bid Proposal Evaluations	June 2014
Award Contract	November 2014
Contract Initiation	November 2014 - March 2015
Contract Operational Start Date	April 1, 2015

**SI10 \*VOLUMETRIC DATA** \*(Volumetric Data will be provided at time of the solicitation)

The "Volumetric Data", has been provided to Bidders in the following table to assist Bidders in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes. The values are expressed in millions of CAD Dollars.

**SI11 REAL PROPERTY 1 – TECHNICAL INFORMATION**

1. Technical information is available for viewing on USB. The information and data obtained from the USB does not represent a commitment by Canada that Canada's future usage of property management and project delivery services will be consistent with this data. It is provided purely for information purposes.
2. The technical information contains confidential or proprietary information to Canada or a third party. It is a condition of the bid solicitation process that Bidders sign a Confidentiality Agreement substantially in the form set out in SI12 Confidentiality Agreement, before it is provided to them as part of the bid solicitation process.
3. To obtain a copy of the technical information, a request in writing must be made to the Contracting Authority in order to receive a copy of the USB.
4. The following is the overview of technical information provided on the USB:

Technical Information	Purpose
1. General Asset List Spreadsheet containing following data for each asset: <ul style="list-style-type: none"> <li>Name, Address, City, Province, Response Classification, Cost Centre, Asset Classification, Asset Group, Campus, Asset Type, KPI Classification, Custodian, Rentable m<sup>2</sup>, Land m<sup>2</sup>, Parking Stalls, Government Furnished Accommodation (GFA) m<sup>2</sup>, Heritage Class</li> </ul>	Provides bidders with an understanding of the scope of the assets involved in the contract. A subset of this data will form the inventory list that will be appended to the contract.
2. Historical 7 year Financial Data for all assets ending in 2011/2012	Assist bidders in gaining a better understanding the potential dollar volume of work that could be involved in delivering services. Can assist bidders in developing their bid prices.
3. Call Centre service call volumes by contract (for PWGSC managed assets only, not available for OGD)	Assist bidders in understanding the potential volume of work associated with responding to service calls
4. List of Assets and their occupants - identifying occupants of all PWGSC Assets, leased and crown owned. (Unavailable for OGD) including start and end dates of occupancies and m2occupied by the tenants.	Assists bidders in understanding the scope and potential volume of work associated managing tenant relationships.
5. List of Third-Party Agreements (identifies start and end dates, m2 occupied)	Assists bidders in understanding the scope and potential volume of work associated with establishing and managing third-party agreements.
6. Energy Consumption Historical Data (where available)	Assists bidders in identifying potential areas for improvement in energy management.
7. Energy Audit Status (where available)	Assists bidders in understanding the scope and potential volume of work associated with conducting energy audits, one of the deliverables in the contract.
8. Building Management Plan (BMP) Call Letter 2014-15	Sample of important planning documentation referred to in the SOW

9. Building Management Plan (BMP) 2014-15 Supplemental Instructions	Sample of important planning documentation which complements the BMP Call Letter, referred to in the SOW
10. Building Condition Report Terms of Reference (newest version will be used)	Sample of important planning documentation referred to in the SOW
11. Building Classification of Accounts – Coding Chart 2014-15	Sample of important planning documentation which complements the Building Condition Report Terms of Reference, referred to in the SOW
12. Asset Management Plan (AMP) Procedure	Sample of important planning documentation referred to in the SOW
13. Asset Management Plan Policy	The Policy that supports the AMP Procedure, as referred to in the SOW.
14. Building Performance Review (BPR) Call Letter 2012-13 (might receive updated version on time to include)	Sample of important planning documentation referred to in the SOW
15. Building Performance Review (BPR) Capital Asset Planning System Asset Validation Survey (AVS) Tool – Guide for completing a BCR.	Sample of important planning documentation which complements the BPR Call Letter, referred to in the SOW
16. Infrastructure Continuity Plan Template	Sample of important planning documentation referred to in the SOW
17. Energy Audit Terms of Reference	Sample of important planning documentation referred to in the SOW
18. Justification Form (used with third-party leases)	Sample of a form associated with third party leasing referred to in the SOW
19. Letting control sheet ( used with third-party leases)	Sample of a form associated with third party leasing referred to in the SOW
20. Non-exclusive list of applicable legislation, policies, directives, and standards	Background context information for bidders regarding the Federal Government environment within which a contractor could be working
21. Copies of applicable policies, directives, and standards not publicly available	Background context information for bidders regarding the Federal Government environment within which a contractor could be working
22. List of Contracts to be novated	Planning documentation referred to in the SOW



**SI12 CONFIDENTIALITY AGREEMENT**

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED  
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation process No. EP008-112560 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert Supplier's legal name: \_\_\_\_\_ (the Supplier) agrees that:

- a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation process identified above;
- c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- c) is independently developed by the Supplier; or
- d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
Supplier's legal name

\_\_\_\_\_  
Signed by its authorized representative

\_\_\_\_\_  
Date

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

### **SI13 DEBRIEFINGS**

After contract award, 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 of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will be limited to details and results of the evaluation of the specific Bidder's Proposal and will not provide any details on the contents of, or evaluation results of, Proposals of other Bidders.

## GENERAL INSTRUCTIONS TO BIDDERS (GI)

GI01	Code of Conduct and Certifications
GI02	Procurement Business Number
GI03	Definition of Bidder
GI04	Financial Capability
GI05	Bid Security Requirements
GI06	Submission of Bids
GI07	Revision of Bid
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GI09	Legal Capacity
GI10	Rights of Canada
GI11	Rejection of Bid
GI12	Communications – Solicitation Period
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GI16	Joint Venture
GI17	Conflict of Interest – Unfair Advantage
GI18	Entire Requirement
GI19	Further Information
GI20	Applicable Laws
GI21	Ontario Labour Legislation
GI22	Federal Contractors Program
GI23	Former Public Servants Certification
GI24	Status and Availability of Resources

### GI01 CODE OF CONDUCT AND CERTIFICATIONS

1. Bidders must comply with the [Code of Conduct for Procurement](#). In addition to the [Code of Conduct for Procurement](#), bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or

- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or

- c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or
  - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
  - e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
  - f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
  - g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
  - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).
9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has 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 will render the bid non-responsive.
10. Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- Only one person is capable of performing the contract;
  - Emergency;
  - National security;
  - Health and safety;
  - Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

## **GI02 PROCUREMENT BUSINESS NUMBER**

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **GI03 DEFINITION OF BIDDER**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**GI04 FINANCIAL CAPABILITY**

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Bidder must provide the following information to the Contracting Authority within 15 working days of the request or as specified by the Contracting Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a Corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with

the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and,
- b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1.
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification will be provided to the Bidder.

#### **GI05 BID SECURITY REQUIREMENTS**

1. Notwithstanding the provisions of paragraph 7 of GI04, the Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in the amount of \$2,000,000.
2. A bid bond (form [PWGSC-TPSGC 504](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>)) shall be in an approved form, properly completed, with original signatures and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>).
3. A security deposit shall be an original, properly completed, signed where required and be a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself.
4. For the purposes of paragraph 3 of GI05
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c.

of GI05, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and

- c. An approved financial institution is
  - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
  - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec Autorité des marchés financiers";
  - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
  - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
  - v. Canada Post Corporation.
- 5. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 6. An irrevocable standby letter of credit referred to in paragraph 5 of GI05 shall
  - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount which may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication



No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and

- g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

- 7. Bid security shall lapse or be returned as soon as practical following
  - a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
  - d. the receipt of contract security, for the successful Bidder; or
  - e. the cancellation of the solicitation, for all Bidders.
- 8. Notwithstanding the provisions of paragraph 7 of GI05 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

#### **GI06 SUBMISSION OF BIDS**

- 1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section GI16 Joint Venture.
- 2. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a complete bid;
  - d. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation. Bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted;
  - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
- 3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect

these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.

4. Bids will remain open for acceptance for a period of not less than 365 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.
9. 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.

#### **GI07 REVISION OF BID**

1. A bid submitted in accordance with these instructions may be revised in soft copy on USB in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format provided the revision is received on or before the date and time set for the closing of the bid solicitation. The revised bid must be received by Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation and must have the Bidder's letterhead or bear a signature that identifies the Bidder.
2. A revision to a bid must clearly identify the change(s) and the specific item(s) to which each change applies.
3. A revision to a bid submitted to confirm an earlier revision must be clearly identified as a confirmation.
4. Canada will not be responsible for any failure attributable to the receipt of the bid including, but not limited to, the following:
  - a. delay in receipt of the amendment;
  - b. failure of the Bidder to properly identify the amendment;
  - c. illegibility of the amendment; or
  - d. security of bid data.

5. Failure to comply with any of the above provisions will result in the rejection of the non-compliant revision(s) only. The bid will be evaluated based on the original bid submitted and all other compliant revision(s).

#### **GI08 LATE BIDS**

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time.

#### **GI09 LEGAL CAPACITY**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

#### **GI10 RIGHTS OF CANADA**

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

#### **GI11 REJECTION OF BID**

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:

- i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of above subsection (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

#### **GI12 COMMUNICATIONS – SOLICITATION PERIOD**

1. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.
2. To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

#### **GI13 PRICE JUSTIFICATION**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

#### **GI14 BID COSTS**

1. No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as

any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2. The Proponent agrees that if Canada commits a material breach of this RFP (that is, a material breach of the bidding contract or Contract A), Canada's liability to the Bidder and the aggregate amount of damages recoverable against Canada for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of Canada, shall be the lesser of,

(a) the Proposal preparation costs that the Proponent seeking damages from PWGSC can demonstrate; and

(b) \$300,000.

## **GI15 CONDUCT OF EVALUATION**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## **GI16 JOINT VENTURE**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. In a joint business enterprise, agreeing to share the profits and the losses and each party having some degree of control over the enterprise. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;

- c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
- 2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- 3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.
- 4. A Bidder may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one bid proposal is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
- 5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the Work is located.

#### **GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

- 1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**GI18 ENTIRE REQUIREMENT**

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

**GI19 FURTHER INFORMATION**

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370.

**GI20 APPLICABLE LAWS**

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in the province or territory in which the work is to be performed.
2. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all resolutions, valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
3. For the purpose of validating the certification in paragraph 2 of GI20, a Bidder must, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and must provide such documentation within the time limit(s) set out in the request.
4. Failure to comply with the requirements of paragraph 3 of GI20 will result in disqualification of the bid.

**GI21 ONTARIO LABOUR LEGISLATION**

1. In accordance with the requirements of section 77(1) of the Employment Standards Act, 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is available upon request:
  - a. the employee's job classification or job description;
  - b. the wage rate actually paid to the employee;
  - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
  - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the 13 weeks before the date of the request for information;
  - e. the date on which the employer hired the employee;
  - f. any period of employment attributed to the employer under section 10 of the Act;



- g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
- h. a statement indicating whether either of the following subparagraphs applies to the employee:
  - I. the employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the 13 weeks before the request date.
  - II. the employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent 13 weeks of active employment.
- 2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
- 3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
- 4. Bidders must use the information referred to above (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
- 5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
- 6. Bidders who require clarification or further information may contact the Contracting Authority.

## **GI22 FEDERAL CONTRACTORS PROGRAM**

- 1. 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website
- 2. 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.
- 3. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- 4. Before contract award, the Bidder must certify its status with the FCP by completing the declaration form in Appendix 2 of the Financial Bid Form in Annex A. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed declaration form, for each member of the Joint Venture.



**GI23 FORMER PUBLIC SERVANTS CERTIFICATION**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required in Appendix 3 of the Bid Submission Form.

**GI24 STATUS AND AVAILABILITY OF RESOURCES**

1. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, the Contractor and 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.

2. 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 at least the same level of 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.

3. 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.

## **SUBMISSION REQUIREMENT AND EVALUATION (SRE)**

- SRE 1 Bid Preparation Instructions
- SRE 2 Technical and Scenario Bid Instructions (Section I and II)
- SRE 3 Financial Bid and Certifications Instructions (Section III)
- SRE 4 Mandatory Technical Evaluation Criteria
- SRE 5 Rated Technical Evaluation Criteria
- SRE 6 RP-1 Scenarios  
(6.1 Technical Scenarios, 6.2 Financial Scenario)
- SRE 7 Evaluation Procedures
- SRE 8 Financial Fee Evaluation
- SRE 9 Basis of Selection

### **SRE 1 BID PREPARATION INSTRUCTIONS**

1. Bidders must submit one bid package in response to all the Regions they wish to bid on. Bidders must clearly identify in the Bid Submission Form which Region(s) they are bidding on.
2. Proposals are to be submitted in three separately bound sections as follows:

#### **Section I: Technical Evaluation:**

(SRE 5 – Mandatory Technical Evaluation Criteria and SRE 6 Rated Technical Evaluation Criteria) in 8 hard copies and 2 soft copies on 2 separate USB. The Bidder should provide the soft copies on USB in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format.

#### **Section II: Rated Evaluation Scenarios:**

(SRE 7.1 –Technical Scenarios and SRE 7.2 Financial Scenarios) in 8 hard copies and 2 soft copies on 2 separate USB. The Bidder should provide the soft copies on USB in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format.

#### **Section III: Financial Bid Form and Certifications:**

The Financial Bid Forms with Certifications and its appendices in a separately sealed envelope. The Bidder should submit 1 hard copy and 1 soft copy on USB in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format.

The Bidder should indicate one hard copy as its “original”. If there is a discrepancy between the wording of any copies, the wording of the indicated “original” copy will prevail.

3. Below are the Evaluation Criteria consisting of:
  - SRE 4 Mandatory Technical Evaluation Criteria
  - SRE 5 Rated Technical Evaluation Criteria
  - SRE 6 RP-1 Scenarios (7.1 Technical Scenarios, 7.2 Financial Scenarios)
  - SRE 8 Financial Fee Evaluation

The relevant weight assigned to each criterion is indicated.
4. Bidders must follow the format instructions described below in the preparation of their bid:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - b. use a numbering system that corresponds to the bid solicitation;

- c. The total page count limitation for the Bidder's entire response is 450 pages and the text must not be smaller than Arial font size 12. All pages are to be numbered sequentially and all pages after 450 will not be considered as part of the bidder's response. Such pages will be removed and not considered by evaluators. Only referenced material included within the Bidder's response will be evaluated. Reference material outside of the Bidder's response will not be considered.
  - d. include a title page at the front of each copy of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - e. include a table of contents.
5. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> ).
- To assist Canada in reaching its objectives, bidders should:
- a. 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
  - b. use an environmentally-preferable format including black and white printing instead of colour printing and printing double sided/duplex.
6. For the purpose of this bid solicitation, individual members of a joint venture bidding in their own capacity are considered the same bidder as a joint venture in which they form a part.
7. No Conditional Proposals
- The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-responsive and the bid will be given no further consideration.

## **SRE 2 TECHNICAL AND SCENARIO BID INSTRUCTIONS (SECTION I AND II)**

- 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 2. 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.
- 3. Bid proposals should be structured and numbered in the same manner as the Evaluation Criteria with separate tabs for each section of the Evaluation Criteria as well as each criterion. Bidders should indicate in their bid proposal whether the information presented for each criterion applies to all Regions or indicate which Region(s) specifically the information applies to.

4. To assist Bidders in the preparation of their response to the Mandatory Technical Evaluation Criteria, Bidders should use the Mandatory Technical Evaluation Criteria Response Template attached to the Bid Submission Form.
5. Bidders should clearly indicate if a response to a criterion addresses all applicable Regions the Bidder is bidding on or whether it addresses a specific region. Unique responses for a specific criterion should be clearly identified in the Bidder's bid proposal.

### **SRE 3 FINANCIAL BID FORM AND CERTIFICATIONS (SECTION III)**

1. The Bidder is to propose Direct Labour Overhead Fees, Management Fees, a Project Delivery Services Fee and an Optional Project Delivery Services Fee, using the Financial Bid Forms provided. The Bidder is to provide separate Fees for each of the RP-1 Regions they wish to bid on, as indicated on each of the Financial Bid Forms.
2. The Financial Bid Form with Certifications and its appendices should be completed and submitted in a separate sealed envelope.
3. The Fees must be:
  - a. based on the Solicitation;
  - b. correctly completed in all respects and submitted on the Financial Bid Form;
  - c. signed by a duly authorized representative of the Bidder; and
  - d. accompanied by:
    - i. bid security as specified in GI05;
    - ii. the certifications in Appendices 1 to 3 to the Bid Submission Form.
4. Any alteration to the pre-printed or pre-typed sections of the Financial Bid Form, or any condition or qualification placed upon the bid, the bid may be deemed non-responsive. Alterations, corrections, changes or erasures made to statements or figures entered on the Financial Bid Form by the Bidder must be initialled by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialled may be deemed void and without effect.

- 2** Below are the Evaluation Criteria consisting of:
- SRE 4 Mandatory Technical Evaluation Criteria
  - SRE 5 Rated Technical Evaluation Criteria
  - SRE 6 RP-1 Scenarios (7.1 Technical Scenarios, 7.2 Financial Scenarios)
  - SRE 7 Financial Fee Evaluation

The relevant weight assigned to each criterion is indicated.



**SRE 4 MANDATORY TECHNICAL EVALUATION CRITERIA**

No.	Evaluation Area	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>M-1</b>	Management Services Experience	<p>The Bidder should clearly demonstrate its experience by providing the following for each portfolio of assets for which services were provided by the Bidder that are used to support this mandatory requirement:</p> <ul style="list-style-type: none"> <li>• description of the portfolio(s);</li> <li>• a description of the services provided, demonstrating how these are of a similar nature and scope to the Management Services described in the Provide Management Services Section of the SOW;</li> <li>• total square metres of office space;</li> <li>• period of time under management (start and finish dates);</li> <li>• client business and operating name; and</li> <li>• client point of contact including full name, title, phone number and email address.</li> </ul>	<p>The Bidder must have provided services of a similar nature and scope to at least the following Management Services described in the Provide Management Services Section of the SOW for office space of at least XXX square metres:</p> <ul style="list-style-type: none"> <li>• Provide Planning Services;</li> <li>• Manage Incidents;</li> <li>• Respond to Service Calls;</li> <li>• Ensure Health and Safety in Custodian Assets;</li> <li>• Manage Risk;</li> <li>• Provide Cleaning Services;</li> <li>• Operate Building Systems and Equipment;</li> <li>• Provide Maintenance Services;</li> <li>• Manage Energy and Utilities; and</li> <li>• Provide Building Performance Reviews.</li> </ul> <p>The provision of these services must have been continuous for at least a 60 month period within the last seven (7) year period ending with the date of the Solicitation. Continuous for at least a 60 month period means that the Bidder must have been managing a minimum of XXX square metres throughout the entire 60 month period.</p>	Pass / Fail

No.	Evaluation Area	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>M-2</b>	Lease Administration Experience	<p>The Bidder should clearly demonstrate its experience by providing the following for each portfolio of assets for which services were provided by the Bidder that are used to support this mandatory requirement:</p> <ul style="list-style-type: none"> <li>• description of the portfolio(s);</li> <li>• a description of the services provided, demonstrating how these are of a similar nature and scope to the Lease Administration Services described in the Provide Lease Administration Services Section of the SOW;</li> <li>• total square metres of office space;</li> <li>• period of time under management (start and finish dates);</li> <li>• client business and operating name; and</li> <li>• client point of contact including full name, title, phone number and email address.</li> </ul>	<p>The Bidder must have provided services of a similar nature and scope to at least the following Lease Administration Services described in the Provide Lease Administration Services Section of the SOW for office space of at least XXX square metres:</p> <ul style="list-style-type: none"> <li>• Respond to incidents in Leased Space;</li> <li>• Ensure Leased Space and Services Provided by Landlords Meet the Lease Covenants;</li> <li>• Administer Expenditures Associated with Leased Space; and</li> <li>• Act to Resolve Issues with Landlords.</li> </ul> <p>The provision of these services must have been continuous for at least a 60 month period within the last seven (7) year period ending with the date of the Solicitation. Continuous for at least a 60 month period means that the Bidder must have been managing a minimum of XXX square metres throughout the entire 60 month period.</p>	Pass / Fail
<b>M-3</b>	Project Delivery Services Experience	<p>The Bidder should demonstrate its experience by providing the following for each program of projects the Bidder has delivered that are included to support this mandatory requirement, where a program of projects is defined as a series of projects that are undertaken within a given timeframe that share a common objective or common client, or are planned to collectively address the</p>	<p>The Bidder must have provided services of a similar nature and scope to at least the following Project Delivery Services described in the Provide Project Delivery Services Section of the SOW in an office space environment:</p> <ul style="list-style-type: none"> <li>• Initiate and Plan Construction Projects;</li> <li>• Monitor and Control Construction</li> </ul>	Pass / Fail

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

No.	Evaluation Area	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E
		<p>requirements a specific asset or situation:</p> <ul style="list-style-type: none"><li>• description of the project(s);</li><li>• description of how the project(s) are of a similar nature and scope to the Provide Project Delivery Services Section of the SOW;</li><li>• start and finish dates;</li><li>• value of the Work completed in the 12 month period;</li><li>• client business and operating name; and</li><li>• client point of contact including full name, title, phone number and email address.</li></ul>	<p>Project Performance;</p> <ul style="list-style-type: none"><li>• Execute Construction Projects;</li><li>• Manage Project Warranties and Warranty Information;</li><li>• Manage Project Technical Information; and</li><li>• Close-out Projects.</li></ul> <p>The Bidder must have delivered project(s) where:</p> <ul style="list-style-type: none"><li>• the combined value of Work delivered is at least \$XXM within a single consecutive 12 month period; and</li><li>• the 12 month period is within the 36 month period ending with the date of the Solicitation; and</li><li>• the project(s) cited in the response do not need to have either started or finished in the 12 month period being identified.</li></ul>	



**SRE 5 RATED TECHNICAL EVALUATION CRITERIA**

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>R-1</b>	<b>B</b> Success in Delivering Management Services	<b>C</b> 4.2	<b>D</b> The Bidder should describe its track record in controlling costs and maintaining satisfactory performance and client satisfaction while delivering Management Services of a similar nature and scope to the services described in this Solicitation to a client portfolio of assets of at least XXX square metres. The description should include: <ul style="list-style-type: none"> <li>• description of the portfolio(s) to which Management Services were being provided;</li> <li>• description of the services provided, demonstrating how these are of a similar nature and scope to the Management Services described in this Solicitation;</li> <li>• The period over which the Management Services were provided;</li> <li>• description of: <ul style="list-style-type: none"> <li>○ The cost savings achieved,</li> <li>○ the considerations that went into developing the cost savings approach,</li> <li>○ the methods used to achieve the savings, and</li> <li>○ the timeframe required to achieve them;</li> </ul> </li> <li>• Description of the performance measures assessed for the delivery</li> </ul>	<b>E</b> Responses will be evaluated based on the degree to which the response clearly demonstrates the Bidders success in controlling costs while maintaining service performance levels, health and safety performance, and client satisfaction, by considering: <ul style="list-style-type: none"> <li>• The results achieved;</li> <li>• The size and complexity of the portfolio(s) being managed;</li> <li>• The length of time the portfolio(s) was managed by the Bidder;</li> <li>• The degree of similarity of the Management Services supplied to those in the Solicitation; and</li> <li>• The risks involved for the client through the approach chosen.</li> </ul>	<b>F</b> Scale 1

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<p>of Management Services and the results achieved before and after the cost savings were achieved;</p> <ul style="list-style-type: none"> <li>The client satisfaction results achieved before and after the cost savings were achieved;</li> <li>The Health and Safety record for the periods before and after the cost savings were achieved, based on the Health and Safety metrics that are required to be reported to the relevant provincial authority;</li> <li>client business and operating name; and</li> <li>client point of contact including full name, title, phone number and email address.</li> </ul>		
R-2	Bidder's Existing Management Systems Capabilities	2.8	<p>The Solicitation requires the Bidder to have in place a Quality Management system, an Occupational Health and Safety Management system, an Environmental Management system and an Energy Management system that will meet Canada's needs as described in the Solicitation and are aligned with the relevant ISO and CSA standards. The Bidder should describe any existing management systems and capabilities it has in place that meet these requirements, including:</p> <ul style="list-style-type: none"> <li>the alignment of the systems to Canada's needs as described in the Solicitation;</li> </ul>	<p>Responses will be evaluated based on:</p> <ul style="list-style-type: none"> <li>The degree to which the Bidder has in place existing management systems that meet the requirements of the Solicitation;</li> <li>The Bidder's level of management systems operational experience, considering: <ul style="list-style-type: none"> <li>length of experience,</li> <li>clients supported, and</li> <li>range and scope of experience</li> </ul> </li> <li>The degree to which the response includes a comprehensive, feasible, and cost-effective plan to address any management system gaps, where this is required;</li> <li>The degree to which the</li> </ul>	Scale 2

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No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	<p><b>D</b></p> <ul style="list-style-type: none"> <li>the length of time the systems have been in place;</li> <li>the number of clients supported by these systems; and</li> <li>the range and scope of experience with these systems.</li> </ul> <p>The Bidder should provide appropriate, verifiable evidence to support the management systems capabilities claimed, such as current ISO certification, if received, or policies, documentation, and examples of reports, and dashboards that demonstrate alignment with the relevant ISO and CSA standards, if certification has not been received..</p> <p>The Bidder should describe its plans, including the level of effort required, for any adaptation or augmentation of its management systems needed to meet the requirements of the Solicitation.</p> <p>The Bidder should describe the management framework that governs its management systems, addressing areas such as:</p> <ul style="list-style-type: none"> <li>The integration of management system processes and control points with other bidder's management and organizational activities,</li> <li>Use of measurements and feedback to monitor and manage system processes, and</li> <li>Mechanisms for the application of</li> </ul>	<p><b>E</b></p> <p>management framework governing the systems addresses:</p> <ul style="list-style-type: none"> <li>the integration with the Bidder's other management and organizational activities,</li> <li>the use of measurements and feedback, and</li> <li>the application of continual improvement.</li> </ul>	F

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<p>continual improvement.</p> <p>The Bidder should provide appropriate verifiable evidence of its management framework to support the capabilities claimed, such as governance policies and procedures documentation.</p>		
R-3	Organizational Model	5.25	<p>The Bidder should describe the organizational model proposed to deliver all elements of this Solicitation and explain how it will be effective, including:</p> <ul style="list-style-type: none"> <li>providing a description of the various positions proposed for its organization including type, level, functions performed and typical qualifications;</li> <li>describing the proposed organizational strategy for assigning functions to and managing relationships with internal resources, subcontractors, and business partners and how this strategy will provide best value to Canada;</li> <li>providing an organization chart and describe how the organization will interface with PWGSC;</li> <li>describe the Bidder's approach to ensuring appropriate skills are developed and maintained for resources rendering services under the SOW;</li> <li>indicate how the proposed organization will address the requirements of the Solicitation; and</li> <li>describe the governance model</li> </ul>	<p>Responses will be evaluated based on the degree to which the response demonstrates a cost-effective, and responsive organizational model by considering:</p> <ul style="list-style-type: none"> <li>The degree to which the organizational structure and strategy will be effective in meeting the requirements of the Solicitation;</li> <li>The degree to which the organizational model demonstrates best value to Canada;</li> <li>The flexibility of the organizational model to adapt to change, including changes in the volume of work; and</li> <li>The effectiveness of the governance model</li> </ul>	Scale 3

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			associated with the proposed structure and how this ensures clear lines of accountability, integration between the different functional areas involved in delivering services, effective management of risk, and responsiveness to issues and requests that may come up during the contract.		
R-4	Cost Control Measures	5.25	<p>PWGSC is concerned about the escalating operating and investment costs of its real estate portfolio. It is looking for cost control approaches that improve the returns and benefits received from the investments that are made, provide increased cost-efficiencies and manage and reduce operating costs, while maintaining quality and service levels. The Bidder should describe its approach to controlling costs, without sacrificing quality and service standards, when delivering the services associated with this Solicitation.</p> <p>In addition to providing its general approach, the Bidder should address its cost control approach for each of the following:</p> <ul style="list-style-type: none"> <li>• Property Management Services;</li> <li>• Lease Administration Services; and</li> <li>• Project Delivery Services.</li> </ul>	<p>Responses will be evaluated based on the degree to which the response demonstrates an effective approach to cost control without sacrificing quality and service standards by considering:</p> <ul style="list-style-type: none"> <li>• The comprehensiveness of the measures included in the proposed approach;</li> <li>• The degree to which the response demonstrates how the approach can be applied effectively and sustained throughout the contract;</li> <li>• The feasibility of the approach and its consistency with the Solicitation objectives and requirements; and</li> <li>• The use of good industry practices</li> </ul>	Scale 3
R-5	Financial Administration	4.2	The Bidder should describe its proposed approach to financial administration to	Responses will be evaluated based on the degree to which the response:	Scale 3

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
	and Control		<p>meet the requirements of this Solicitation and to provide assurance to PWGSC of the validity and accuracy of expenditures made under the Contract, including:</p> <ul style="list-style-type: none"> <li>time tracking for resources</li> <li>performing work on this Solicitation;</li> <li>the allocation methodology and tracking mechanisms for any of the resources used in the performance of work on this Solicitation that are shared between the bidder's clients or that support multiple portfolios or contracts;</li> <li>maintaining an audit trail back to the source documents for transactions; and</li> <li>internal controls and audit processes to ensure that expenditures are appropriate and are duly authorized.</li> </ul>	<ul style="list-style-type: none"> <li>demonstrates a feasible, comprehensive, rigorous and efficient approach to financial administration; and</li> <li>demonstrates that effective controls are in place for expenditures made under the Contract.</li> </ul>	
R-6	Occupational Health and Safety (OHS) Management	5.25	<p>The Bidder should describe its proposed OHS management approach to meet the requirements of this Solicitation, including its approach to:</p> <ul style="list-style-type: none"> <li>fulfilling the OHS Control Authority and Constructor roles;</li> <li>managing assets and delivering projects in a safe and healthy manner with minimum risk and impact of incidents;</li> <li>accommodating different asset types;</li> <li>the application of an OHS management system to this Solicitation;</li> </ul>	<p>Responses will be evaluated based on the degree to which the response demonstrates a strong, and effective approach to OHS management by considering:</p> <ul style="list-style-type: none"> <li>The degree to which the response demonstrates an understanding of the multi-jurisdictional issues involved;</li> <li>The degree to which the approach addresses the requirements of the SOW;</li> <li>The feasibility of the approach;</li> <li>The degree to which the approach</li> </ul>	Scale 3

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<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
			<ul style="list-style-type: none"> <li>incorporating evolving health and safety requirements in service delivery; and</li> <li>identifying and implementing opportunities for continual improvement.</li> </ul>	appropriately balances the liabilities and responsibilities of all parties	
<b>R-7</b>	Quality Management and Performance Measurement	4.2	<p>The Bidder should describe its approach to quality management and how a QMS will be applied to the delivery of the services described in this Solicitation. The Bidder should describe how it will address incident and non-conformance resolution internally within its organization, with its subcontractors and with the affected clients of this Solicitation. The Bidder should describe how it will manage client satisfaction as part of its QMS.</p> <p>The Bidder should describe its approach to implementing a Performance Measurement Regime (PMR), including:</p> <ul style="list-style-type: none"> <li>the major areas and activities to be measured;</li> <li>how the PMR will meet the requirements of the Solicitation to be results-oriented, reliable, accessible, and life-cycle based; and</li> <li>the level of integration with the QMS.</li> </ul>	Responses will be evaluated based on the degree to which the response demonstrates a feasible, comprehensive, rigorous, efficient, and cost-effective approach to quality management and performance measurement.	Scale 3
<b>R-8</b>	Service Delivery Regime Acceptance Review Plans	5.25	The Bidder should describe its approach to the Service Delivery Regime Acceptance Review processes described in the Solicitation, including:	Responses will be evaluated based on the degree to which the response demonstrates a feasible, rigorous, efficient, timely and cost-effective	Scale 3

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<ul style="list-style-type: none"> <li>a high-level plan describing the bidder's approach to the Acceptance Review process, the recommended priority and sequence for addressing the elements of the Service Delivery Regime and the supporting rationale for these recommendations, the major activities involved and the associated timelines;</li> <li>a proposed issues management and resolution process; and</li> <li>the Bidder's approach to managing ongoing change to the Service Delivery Regime.</li> </ul>	approach to the Acceptance Review processes described in the SOW.	
R-9	Managing Operational Transitions	3.15	<p>The Bidder should describe its approach to operational transitions to meet the requirements of this Solicitation, including:</p> <ul style="list-style-type: none"> <li>a high level plan for the transition to full operations by the Operational Start Date, including: <ul style="list-style-type: none"> <li>the bidder's approach,</li> <li>the recommended priority and sequencing of transition activities and the supporting rationale for these recommendations, and</li> <li>the major activities involved and the associated timelines;</li> </ul> </li> <li>its approach to managing the addition and removal of inventory during the Contract Term in accordance with the Manage</li> </ul>	Responses will be evaluated based on the degree to which the response demonstrates a feasible, rigorous, efficient, and cost-effective approach to the transitions described in the Solicitation.	Scale 3



No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<p>Contract Transitions section of the SOW;</p> <ul style="list-style-type: none"> <li>its approach to working with the Custodian and other third-parties during a transition; and</li> <li>its approach to facilitating transition to another service provider at Contract Completion.</li> </ul>		
R-10	Computerized Information Systems	2.8	<p>The Bidder should describe its approach to utilizing computerized information systems to meet the requirements of the Solicitation, including:</p> <ul style="list-style-type: none"> <li>describing any of the Bidder's existing information systems that will be used to support the requirements of the Solicitation and the length of time these systems have been in place;</li> <li>The Bidder's status with respect to the Solicitation requirement to have in place a Work Management System, a Computerized Maintenance Management System and the capabilities for time tracking and reporting;</li> <li>its plans, including the level of effort required, for any adaptation or augmentation of the Bidder's information systems necessary to meet the requirements of the Solicitation;</li> <li>measures and controls to ensure accurate, sufficient and timely information;</li> </ul>	<p>Responses will be evaluated based on the degree to which the written response and demonstration demonstrate a comprehensive, cost-effective, and responsive approach to utilizing information systems by considering:</p> <ul style="list-style-type: none"> <li>The degree to which the Bidder has in place existing computerized information systems that meet the requirements of the Solicitation;</li> <li>The degree to which the approach to utilizing computerized information systems will be effective in meeting the requirements of the Solicitation;</li> <li>The degree to which the approach includes a comprehensive, feasible, and cost-effective plan to address any information system gaps, where this is required;</li> <li>The degree to which checks and balances are built in to the approach to ensure data integrity;</li> <li>The level of effort required by PWGSC to interface with the Bidder's systems and collect, receive, and manage information from the Bidder;</li> </ul>	Scale 4

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<ul style="list-style-type: none"> <li>• approach to managing business and technical data and information, including:               <ul style="list-style-type: none"> <li>○ information flow from collection to reporting,</li> <li>○ processes and procedures for information organization and retention,</li> <li>○ reporting capabilities,</li> <li>○ capabilities to support external audits, and</li> <li>○ information back-up and business continuity plans;</li> </ul> </li> <li>• approach to changing the structure and organization of information tracking and reporting when requirements change;</li> <li>• Measures to segregate and protect Canada's data from that of other clients;</li> <li>• the provision of client access and interfaces for data extraction, information exchange, monitoring and reporting purposes;</li> <li>• approach to utilizing common industry standards, such as OSCRE; and</li> <li>• the expected evolution of information systems capabilities.</li> </ul> <p>The Bidder should provide a demonstration of its key information systems and client interfaces to the evaluation team.</p>	<p>and</p> <ul style="list-style-type: none"> <li>• The amount of experience the Bidder has with the required information systems.</li> </ul>	

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>R-11</b>	Compliance and Assurance Framework	2.8	<p>The Bidder should describe its proposed framework and approach to ensuring the independence and integrity of compliance and assurance functions, including commissioning, quality and performance management, lease administration, and audits.</p> <p>The description should include:</p> <ul style="list-style-type: none"> <li>processes and procedures to ensure independence;</li> <li>policies, such as codes of conduct, that support the framework; and</li> <li>a proposed approach to periodically review and verify the continued use and effectiveness of independence measures with PWGSC.</li> </ul>	Responses will be evaluated based on the degree to which the response demonstrates a comprehensive, effective and transparent approach to ensuring independence of compliance and assurance functions.	Scale 3
<b>R-12</b>	Procurement Approach - Openness, Fairness, Transparency, and Accessibility	2.8	<p>The Bidder should describe how it will provide open, fair, transparent, and accessible procurement processes that encourage competition and demonstrate best value to Canada in the provision of requirements described in this Solicitation. The Bidder should include any strategies and approaches it will use to ensure that procurement process costs and efforts are commensurate with the value and risk associated with the procurement, while respecting the principles outlined above. These strategies and approaches should also address any special arrangements the Bidder will use for procurements related to services being delivered in remote and isolated areas.</p>	<p>Responses will be evaluated based on the degree to which the Bidder demonstrates an effective approach to its procurement processes that is open, fair, transparent, and accessible, and by considering:</p> <ul style="list-style-type: none"> <li>The degree to which the approach encourages competition;</li> <li>The ease with which potential suppliers can learn about upcoming procurements and participate in the procurement process;</li> <li>The degree to which ongoing opportunities are provided for broad participation by industry, including by Small and Medium Size Enterprises</li> </ul>	Scale 3

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
				(SMEs); and <ul style="list-style-type: none"> <li>The degree to which the approach demonstrates that best value to Canada will be achieved in the provision of requirements described in this Solicitation.</li> </ul>	
<b>R-13</b>	Proposed Service Delivery Regime – Property Management	5.25	The Bidder should describe its approach to delivering Property Management Services described in this Solicitation, including: <ul style="list-style-type: none"> <li>The delivery method for the services to be supplied (i.e. internal or external resourcing) and how this will provide best value to Canada;</li> <li>The incorporation of sustainability measures;</li> <li>How the Bidder's approach will be adjusted to address the different asset types and geographic locations in a cost-effective way; and</li> <li>How the Bidder's approach will provide opportunities to improve PWGSC's oversight and administrative processes.</li> </ul>	Responses will be evaluated based on the degree to which the response demonstrates a comprehensive, cost-effective, and responsive approach to Property Management services by considering: <ul style="list-style-type: none"> <li>The degree to which the approach addresses the requirements of the Solicitation;</li> <li>The degree to which the approach is effectively linked to quality, sustainability, OHS, and client satisfaction objectives and processes;</li> <li>The feasibility of the approach;</li> <li>The degree to which the approach demonstrates best value to Canada; and</li> <li>The degree to which different asset types and geographic locations are effectively addressed.</li> </ul>	Scale 3
<b>R-14</b>	Proposed Service Delivery Regime - Lease Administration services	5.25	The Bidder should describe its approach to delivering Lease Administration services described in this Solicitation, including: <ul style="list-style-type: none"> <li>The delivery method for the services to be supplied (i.e. internal or</li> </ul>	Responses will be evaluated based on the degree to which the response demonstrates a comprehensive, cost-effective, and responsive approach to Lease Administration services by considering:	Scale 3

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			<p>external resourcing) and how this will provide best value to Canada;</p> <ul style="list-style-type: none"> <li>The incorporation of sustainability measures; and</li> <li>How the Bidder's approach will provide opportunities to improve PWGSC's oversight and administrative processes.</li> </ul>	<ul style="list-style-type: none"> <li>The degree to which the approach addresses the requirements of the Solicitation;</li> <li>The degree to which the approach is effectively linked to quality, sustainability, OHS, and client satisfaction objectives and processes;</li> <li>The feasibility of the approach;</li> <li>The degree to which the approach demonstrates best value to Canada; and</li> <li>The degree to which different asset types and geographic locations are effectively addressed.</li> </ul>	
R-15	Proposed Service Delivery Regime – Project Delivery Services	5.25	<p>The Bidder should describe its proposed approach to Project Delivery services described in this Solicitation, including its approach to:</p> <ul style="list-style-type: none"> <li>The delivery method for the services to be supplied (i.e. internal or external resourcing) and how this will provide best value to Canada;</li> <li>The incorporation of sustainability measures; and</li> <li>supporting projects delivered by others;</li> </ul> <p>The description should include details on the proposed project management regime and how this regime will ensure projects being delivered on time, on scope, and on budget. It should also include the Bidder's approach to tailoring its project</p>	<p>Responses will be evaluated based on the degree to which the response demonstrates a comprehensive, cost-effective, and responsive approach to Project Delivery services by considering:</p> <ul style="list-style-type: none"> <li>The degree to which the approach addresses the requirements of the Solicitation;</li> <li>The degree to which the approach is effectively linked to quality, sustainability, OHS, and client satisfaction objectives and processes;</li> <li>The feasibility of the approach;</li> <li>The degree to which the approach demonstrates best value to Canada; and</li> <li>The degree to which different categories of projects and</li> </ul>	Scale 3

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A	B	C	D	E	F
			management and delivery processes and tools for the different categories of projects described in the SOW, considering their complexity and risk and for delivering projects in remote and isolated locations.	geographic locations are effectively addressed.	

**SRE 6 RP-1 SCENARIOS****Introduction**

The following provides some background on a hypothetical situation at a major Custodian-owned facility and two technical scenarios that would need to be addressed by the Bidder. The scenarios examine issues associated with this Solicitation.

**Background**

Current Situation:

- A Custodian-owned office tower is in need of some refurbishments. The building has also been identified as a priority for a space optimization project as a result of the Federal Government Deficit Reduction Action Plan. Both activities will be undertaken concurrently and all projects are to be delivered within the first two years after the Operational Start Date of the Contract.

Overview of the Environment:

- The tower was built between 1968 and 1970.
- The 21 floor building plus a penthouse level has an area of 30,240 m<sup>2</sup>
- It's typical floor plate is 1,440 m<sup>2</sup>
- Current occupancy: 1,260 employees
- End state occupancy: 1,890 employees
- Support / ancillary spaces:
  - Storage area of approximately 110 m<sup>2</sup> on the basement level
  - Shipping and receiving area with two loading docks on basement level
  - Cafeteria and kitchen of approximately 1,100 m<sup>2</sup> on the ground floor
  - Mail room off of the loading dock
- 6 passenger elevators, 3 for the bottom half and 3 for the top half of the tower and 1 freight elevator serving the entire tower
- The majority of the building's heating and cooling requirements are met by an off-site Central Heating and Cooling Plant that serves a number of Government buildings in the area

Planned Program of Work:

The following program of work has been identified. Some of the projects are to be undertaken by the Contractor, with the rest executed by others, as indicated in the table below.

Item	Executed by Contractor	Executed by Others
Reinstate the terrazzo flooring in the main lobby and replace carpets in elevator lobbies on all floors	✓	
Replace sprinkler heads with new code-compliant heads	✓	
Elevator cabs upgrade	✓	
Space optimization functional design and implementation		✓
Replace energy transfer stations associated with the centralized heating and cooling system		✓

Heritage Considerations:

- The asset has been designated as a Recognized heritage building. As a result, it is expected Heritage considerations will be an important planning consideration for the main lobby flooring project.

Other Issues:

- Swing space will be provided elsewhere to accommodate 2 floors of occupants enabling the tenant department to perform their space optimization project.
- Normal operations must be maintained during the delivery of this program of work.

**6.1 TECHNICAL SCENARIOS**

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>TS</b>	Services Planning and Delivery	3.15	<p>Consider the reinstatement of the flooring, the replacement of the carpets, the elevator upgrade and the replacement of the sprinkler heads as one base building upgrade project. Planning for the project is expected to be done in Year 1 and the work completed in Year 2. It is expected that the other re-fit projects will be underway at the same time.</p> <p>Provide a description of a recommended approach to completing the building upgrade project, including:</p> <ul style="list-style-type: none"> <li>• A strategy for minimizing disruptions to tenants and occupants;</li> <li>• Identification of areas where cost savings and improvements in sustainability can be achieved and the strategy for achieving these results;</li> <li>• An abbreviated project plan that includes the following: <ul style="list-style-type: none"> <li>○ Activities required,</li> <li>○ Schedule and key milestones with supporting rationale,</li> <li>○ Risk management, and</li> <li>○ Stakeholder communications and engagement plan</li> </ul> </li> <li>• Activities to be undertaken by the complex's property management team to support the work being done</li> </ul>	<p>Responses will be evaluated based on:</p> <ul style="list-style-type: none"> <li>• The degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of this Solicitation;</li> <li>• The level of consistency with the rest of the Bidder's proposal;</li> <li>• Canada's view of the reasonableness, feasibility and effectiveness of the solution proposed;</li> <li>• The level of integration with the Bidder's other functional groups and activities involved in delivering services under this Solicitation; and</li> <li>• The degree to which the approach demonstrates best value to Canada.</li> </ul>	Scale 3



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A	B	C	D	E	F
			<p>in the building;</p> <ul style="list-style-type: none"> <li>• A description of the adjustments that would be made to the BMP to accommodate the work being done;</li> <li>• A description of the proposed governance structure, control points, and interface and coordination requirements to manage the work and coordinate with stakeholders, including other contractors doing work in the complex;</li> <li>• A description of the approach that would be used to measure performance and demonstrate effectiveness;</li> <li>• An un-costed Labour Resource Plan for Year 1 that describes the project team required to initiate, plan and manage the base building upgrade project and the property management team needed for the building. The Labour Resource Plan should include a description of how the team would be linked to the rest of the Bidder's organization that would be delivering the services of this Solicitation; and</li> <li>• An un-costed update to the Labour Resource Plan for Year 2 that uses the Justification Form to identify and rationalize any changes to the project and property management teams required in Year 2.</li> </ul>		

No.	Evaluation Area	Weight	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
			State any assumptions made. Assumptions should be explained and demonstrated to be reasonable, given the scenario.		
TS	Occupational Health and Safety	3.15	<p>Provide the following OHS plans:</p> <ul style="list-style-type: none"> <li>The project-specific OHS plan for the base building upgrade project, including a description of the Constructor role; and</li> <li>The building OHS plan, including a description of the OHS Control Authority role.</li> </ul> <p>State any assumptions made. Assumptions should be explained and demonstrated to be reasonable, given the scenario.</p>	<p>Responses will be evaluated based on:</p> <ul style="list-style-type: none"> <li>The degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of this Solicitation, including: <ul style="list-style-type: none"> <li>Roles and responsibilities, including the Constructor and OHS Control Authority roles,</li> <li>Areas that need to be addressed, and</li> <li>Coordination required with the relevant stakeholders</li> </ul> </li> <li>The level of consistency with the rest of the Bidder's proposal; and</li> <li>Canada's view of the reasonableness, feasibility and effectiveness of the solution proposed.</li> </ul>	Scale 5

**6.2 FINANCIAL SCENARIO**

No.	Evaluation Area	Max. Points	Bid Submission Requirements	Evaluation Criteria	Applicable Scale
A	B	C	D	E	F
FS-1	Team Costs	10	<p>Provide the two year allowable costs for the project and property management teams identified in Technical Scenario TS-1. Include the following:</p> <ul style="list-style-type: none"> <li>• A costed Labour Resource Plan;</li> <li>• Itemization of any other allowable costs associated with the teams;</li> <li>• The underlying calculations, methodology and assumptions used in developing the costs; and</li> <li>• An explanation of how this approach provides best value to Canada</li> </ul>	<p>Responses will be evaluated based on:</p> <ul style="list-style-type: none"> <li>• The degree to which it demonstrates the Bidder's understanding of and compliance with the requirements of this Solicitation;</li> <li>• The level of consistency with the rest of the Bidder's proposal;</li> <li>• Canada's view of the reasonableness of the costing assumptions; and</li> <li>• The degree to which the approach demonstrates best value to Canada.</li> </ul>	Scale 3

**SRE 7 EVALUATION PROCEDURES****3 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- b. Final Technical and Financial scores will be calculated separately for each Region. Responses that address a criterion for all Regions the Bidder is bidding on will only be evaluated once and will apply to the final score for the applicable Regions. If the Bidder provides a unique response(s) to a criterion to address the specific Region bid proposal, the response will be evaluated separately and added to the Region evaluation total score. The unique response will not affect the evaluation results of the other Region(s) that the Bidder is bidding against because there will be unique responses to review for the same criterion.
- c. An evaluation team composed of representatives of Canada will evaluate the bid proposals.
- d. The evaluation team is composed of representatives of Canada and will be the only members that can vote during the consensus.
- e. A fairness monitor will be present during the evaluation phase
- f. A consensus process through both written and oral evaluations will be used to arrive at a consensus score for each criterion being evaluated.
- g. The evaluation team are considered the voting members and are allowed to vote on the score to be assigned. Non-voting members such as subject matter experts are not allowed to vote, but they may provide comments, if requested to do so, during the development of a consensus score. These comments are taken into account by the evaluation team during consensus deliberations.
- h. At the consensus meetings, individual scores are presented and a consensus discussion follows to consider each of the individual score positions to arrive at an overall consensus score. Each member of the evaluation team must present his/her views concerning a score in detail to the other members and similarly listen carefully to the views of each of the other members. Each member of the evaluation team must be satisfied that his or her views have been heard and understood by all of the other members of the evaluation team.
- i. A thorough discussion concerning the score to be assigned must take place and team members must agree that adequate time has been taken to arrive at a consensus. After such a thorough discussion it is expected that normally unanimity will be achieved, but this is not essential. If the team consists of more than three members it is normally expected that a consensus score will be supported by more than a simple majority. However, non-persuasive objections by a minority of voting members are not allowed to indefinitely block the establishment of a consensus score.
- j. In cases where unanimity has not been obtained, the evaluation team member(s) who do not vote in favour of the consensus score, will nevertheless have agreed that his or her views have been heard and understood by all of the other members of the evaluation team, and will have agreed that the assigned score reflects a consensus of the evaluation team.
- k. In summary, a consensus agreement on a score requires that the views of all of the evaluation team members have been considered and carefully weighed by the team and

requires that, as a minimum, the consensus score reflects the will of a majority of those entitled to vote.

#### 4 APPLICABLE SCALES TO RATED REQUIREMENTS, TECHNICAL AND FINANCIAL SCENARIOS

##### Score Calculations

Each Criterion indicates what the bidder should provide to support their demonstration of capability and capacity to address the Criteria as it relates to the solicitation requirements. For each Criterion, Bidders will be scored on a 0-5 rating guide using one the applicable scale.

Scores will be distributed as follows:

*0 – receives 0% of the weight assigned to a criterion*

*1 – receives 20% of the weight assigned to a criterion*

*2 – receives 40% of the weight assigned to a criterion*

*3 – receives 60% of the weight assigned to a criterion*

*4 – receives 80% of the weight assigned to a criterion*

*5 – receives 100% of the weight assigned to a criterion*

##### Scale 1 – Demonstrated Experience

0	<b>Not Addressed</b> – No response provided or the response does not address the submission requirement.
1	<b>Minimally Addressed</b> – The response fails to demonstrate the experience requested due to significant deficiencies. The deficiencies and/or weaknesses demonstrate that the Bidder did not meet the objectives. The Bidder demonstrates limited experience and the experience is of little relevance to the solicitation requirements.
2	<b>Partially Addressed</b> – The response does not demonstrate that the Bidder met all of the objectives due to a significant level of deficiencies and/or weaknesses. However, the Bidder has some capability and demonstrates experience of some relevance the solicitation requirements.
3	<b>Satisfactorily Addressed</b> – The response does not demonstrate that the Bidder met all of the objectives due to a moderate level of deficiencies and/or weaknesses. However, the Bidder has an acceptable level of capability and demonstrates experience of adequate relevance to the solicitation requirements.
4	<b>Well Addressed</b> – The response demonstrates that the Bidder met most of the objectives with few deficiencies and/or weaknesses. The Bidder has a very good level of capability and demonstrates experience that is very relevant to the solicitation requirements.
5	<b>Excellent Addressed</b> – The response demonstrates that the Bidder met all of the objectives with no deficiencies and weaknesses. The Bidder has an excellent level of capability and demonstrates experience that is highly relevant to the solicitation requirements.

##### Scale 2 – Management Systems

0	Bidder's information submitted was not relevant to the criterion or failed to submit response.
1	Response demonstrates little alignment with the relevant ISO and CSA standards and there are major gaps in the Bidder's existing management systems. The existing management systems have significant weaknesses and are not likely to meet Canada's needs. Proposal poses a perceived substantive risk to Canada. Proposal lacks a risk management strategy to address the weaknesses identified.

2	Response demonstrates some alignment with the relevant ISO and CSA standards and there are some gaps in the Bidder's existing management systems. The existing management systems have weaknesses and are not likely to meet Canada's needs. Proposal poses a perceived medium risk to Canada. Proposal lacks a risk management strategy to address the weaknesses identified.
3	Response demonstrates adequate alignment with the relevant ISO and CSA standards and there are only a few gaps in the Bidder's existing management systems. The existing management systems have minor weaknesses and are likely to meet most of Canada's needs. Proposal poses a perceived medium-low risk to Canada. Proposal lacks a risk management strategy with sufficient detail to address the weaknesses identified.
4	Response demonstrates a good alignment with the relevant ISO and CSA standards and there are no significant gaps in the Bidder's existing management systems. The existing management systems have no significant weaknesses and are likely to meet Canada's needs. Proposal poses a perceived low risk to Canada. Proposal demonstrates a good risk management strategy.
5	Response demonstrates a good alignment with the relevant ISO and CSA standards and there are no apparent gaps in the Bidder's existing management systems. The existing management systems have no apparent weaknesses and are likely to meet Canada's needs. Proposal poses no apparent risk to Canada. Proposal demonstrates an excellent risk management strategy.

**Scale 3 – Generic Scale**

0	Bidder's information submitted was not relevant to the criterion or failed to submit response.
1	Proposal demonstrates little understanding of the solicitation requirements and the proposed approach does not address important factors. Proposed approach has significant weaknesses and is not likely to meet solicitation requirements and does not demonstrate best value to Canada. Proposal poses a perceived substantive risk to Canada Proposal lacks a risk management strategy to address the weaknesses identified.
2	Proposal demonstrates some understanding of the solicitation requirements and the proposed approach addresses some important factors. Proposed approach has weaknesses and is not likely to meet all solicitation requirements or be effective and does not demonstrate best value to Canada. Proposal poses a perceived medium risk to Canada Proposal lacks a risk management strategy to address the weaknesses identified.
3	Proposal demonstrates adequate understanding of the solicitation requirements and the proposed approach addresses most factors. Proposed approach has minor weaknesses and is likely to meet solicitation requirements. Proposal poses a perceived medium-low risk to Canada Proposal lacks a risk management strategy with sufficient detail to address the weaknesses identified.
4	Proposal demonstrates a very good understanding of the solicitation requirements and the proposed approach addresses all important factors. Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield good results and provide good value to Canada. Proposal poses a perceived low risk to Canada Proposal demonstrates a good risk management strategy.

5	<p>Proposal demonstrates comprehensive understanding of the solicitation requirements and the proposed approach addresses all important factors.</p> <p>Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield excellent results and provide the best value to Canada.</p> <p>Proposal poses no apparent risk to Canada</p> <p>Proposal demonstrates an excellent risk management strategy.</p>
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**Scale 4 – Computerized Information Systems**

0	Bidder's information submitted was not relevant to the criterion or failed to submit response.
1	<p>Proposal demonstrates little understanding of the solicitation requirements and there are major gaps in the Bidder's existing information systems.</p> <p>Proposed approach has significant weaknesses and is not likely to meet solicitation requirements and does not demonstrate best value to Canada.</p> <p>Proposal poses a perceived substantive risk to Canada.</p> <p>Proposal lacks a risk management strategy to address the weaknesses identified.</p>
2	<p>Proposal demonstrates some understanding of the solicitation requirements and there are some gaps in the Bidder's existing information systems.</p> <p>Proposed approach has weaknesses and is not likely to meet all solicitation requirements or be effective and does not demonstrate best value to Canada.</p> <p>Proposal poses a perceived medium risk to Canada.</p> <p>Proposal lacks a risk management strategy to address the weaknesses identified.</p>
3	<p>Proposal demonstrates adequate understanding of the solicitation requirements and there are only a few gaps in the Bidder's existing information systems.</p> <p>Proposed approach has minor weaknesses and is likely to meet solicitation requirements.</p> <p>Proposal poses a perceived medium-low risk to Canada.</p> <p>Proposal lacks a risk management strategy with sufficient detail to address the weaknesses identified.</p>
4	<p>Proposal demonstrates a very good understanding of the solicitation requirements and there are no significant gaps in the Bidder's existing information systems.</p> <p>Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield good results and provide good value to Canada.</p> <p>Proposal poses a perceived low risk to Canada.</p> <p>Proposal demonstrates a good risk management strategy.</p>
5	<p>Proposal demonstrates comprehensive understanding of the solicitation requirements and there are no apparent gaps in the Bidder's existing information systems.</p> <p>Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield excellent results and provide the best value to Canada.</p> <p>Proposal poses no apparent risk to Canada.</p> <p>Proposal demonstrates an excellent risk management strategy.</p>

**Scale 5 – Occupational Health and Safety Scenario**

0	Bidder's information submitted was not relevant to the criterion or failed to submit response.
1	<p>Proposal demonstrates little understanding of the solicitation requirements and the proposed approach does not address important factors.</p> <p>Proposed approach has significant weaknesses and is not likely to meet solicitation requirements.</p> <p>Proposal poses a perceived substantive risk to Canada</p> <p>Proposal lacks a risk management strategy to address the weaknesses identified.</p>
2	<p>Proposal demonstrates some understanding of the solicitation requirements and the proposed approach addresses some important factors.</p> <p>Proposed approach has weaknesses and is not likely to meet all solicitation requirements or be effective.</p> <p>Proposal poses a perceived medium risk to Canada</p> <p>Proposal lacks a risk management strategy to address the weaknesses identified.</p>

3	Proposal demonstrates adequate understanding of the solicitation requirements and the proposed approach addresses most factors. Proposed approach has minor weaknesses and is likely to meet solicitation requirements. Proposal poses a perceived medium-low risk to Canada Proposal lacks a risk management strategy with sufficient detail to address the weaknesses identified.
4	Proposal demonstrates a very good understanding of the solicitation requirements and the proposed approach addresses all important factors. Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective. Proposal poses a perceived low risk to Canada Proposal demonstrates a good risk management strategy.
5	Proposal demonstrates comprehensive understanding of the solicitation requirements and the proposed approach addresses all important factors. Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective and yield excellent results. Proposal poses no apparent risk to Canada Proposal demonstrates an excellent risk management strategy.

## 5 Information Systems (IS) Demonstration Format and Guidelines

### a) Purpose

The purpose of the IS Demonstration session is to validate the Bidders' claims made in the written response to Evaluation Criteria R-10 "Computerized Information Systems".

### b) Procedures

The demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within 8 hours. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation process, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration.

### c) Participants

It is at the Bidder's discretion to determine the appropriate Bidder participants in the session. The members of the RP1 Evaluation team will attend. The Evaluation team is expected to include approximately 10 people.

### d) Location

The IS Demonstration session will be held at the Bidder's premises.

### e) Format

The IS Demonstration session will be a maximum of one day in length. It will be broken down into the following elements:

### f) Part 1 – Introduction and overview

Provide a brief introduction to the session and an overview of the demonstrations to be provided in order to orient the evaluation team to the agenda for the day.



**g) Part 2 – Existing systems capabilities**

Provide a demonstration of the Bidder's existing information systems that would be used to meet the requirements of the Solicitation. The demonstration should include:

- The information flow, from collection to reporting;
- Data validation capabilities;
- The access and interface capabilities that would be available to PWGSC;
- The reporting that would be provided, including how information would be provided to meet the requirements of the DIDs and the IM/IT Requirements; and
- An example of making a change to the structure and organization of the information tracking, databases and reporting capabilities of the systems.

**h) Part 3 – Demonstration of two example processes**

Provide a demonstration of the following two example processes, using the information generated for Technical Scenario TS-1:

- Show how an operations and maintenance plan for the building would be developed, monitored and managed, and reported on over the course of the second year;
- Show how the project plan would be developed and then monitored and managed, and reported on over that same time period.

The two process demonstrations should include:

- The information flow, from collection to reporting;
- Data validation capabilities;
- The access and interface capabilities that would be available to PWGSC; and
- The reporting that would be provided, including how information would be provided to meet the requirements of the DIDs and the IM/IT Requirements.

**SRE 8 FINANCIAL FEE EVALUATION****1. Financial Fees**

All bids that have met the requirements at SRE9.1 (a) through (d) will have their proposed fees, as indicated on each of the Financial Bid Forms for each Region, evaluated in accordance with the following.

**2. Calculation of Total Fees**

The bid proposal's Total Fees for each of the Regions will be calculated as follows:

Item	Applicable Fee	Multiplied by	Subtotal
1	Fee per position per year for Trades-person positions located in GFA	Applicable number of positions/year for evaluation purposes, as indicated on the Financial Bid Form	
2	Fee per position per year for Trades-person positions located outside of GFA	Applicable number of positions/year for evaluation purposes, as indicated on the Financial Bid Form	
3	Fee per position per year for Office positions located in GFA	Applicable number of positions/year for evaluation purposes, as indicated on the Financial Bid Form	
4	Fee per position per year for Office positions located outside of GFA	Applicable number of positions/year for evaluation purposes, as indicated on the Financial Bid Form	
5	Management Fee	Applicable number of months, as indicated on Bid Submission Form	
6	PDS Fee	Applicable \$ amount for evaluation purposes only, as indicated on Bid Submission Form	
7	OPDS Fee	Applicable \$ amount for evaluation purposes only, as indicated on Bid Submission Form	
		<b>Total Fees</b> (adding subtotals for items 1 through 7)	

**3. Evaluation of Fees**

- For each Region, the Total Fees for each bidder will be added together and divided by the number of bidders to calculate the average (Mean Amount).
- Firstly, a Normalized Raw Score will be determined by application of the following formula:

$$\text{Normalized Raw Score} = - (\text{Absolute value of } ((\text{Total Fees} - \text{Mean Amount})/\text{Mean Amount}) - 1)$$

- The Normalized Raw Score measures the Bidder's Total Fees against the average of all bidders' Total Fees.
- Secondly, a Correction Factor will be used to favour lower bid fees: All responsive bids will be ranked;
  - the lowest Total Fees will receive 100% of the Normalized Raw Score;
  - next lowest Total Fees will receive 80% of the Normalized Raw Score;
  - next lowest Total Fees will receive 60% of the Normalized Raw Score;
  - next lowest Total Fees will receive 40% of the Normalized Raw Score;
  - next lowest Total Fees will receive 20% of the Normalized Raw Score;
  - next lowest Total Fees will receive 0% of the Normalized Raw Score.

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e. Lastly, points will be assigned based on the following formula:

$$\text{Score} = \text{Normalized Raw Score} \times \text{Correction Factor} \times \text{weighted criteria}$$

Example of 4 bids received in response to a Region (numbers are only for illustrative purposes):

Bidder A:

Item	Applicable Fee	Multiplied by	Subtotal
1	\$200/position/year Trades-person positions located in GFA	1,000 positions	\$ 200,000
2	\$300/position/year Trades-person positions located outside GFA	1,000 positions	\$ 300,000
3	\$200/position/year Office positions located in GFA	1,000 positions	\$ 200,000
4	\$300/position/year Office positions located outside GFA	1,000 positions	\$ 300,000
5	\$300,000 Management Fee	12 Months	\$ 3,600,000
6	4.90 % PDS Fee	\$100,000,000	\$ 4,900,000
7	3.50 % OPDS Fee	\$ 10,000,000	\$ 350,000
		<b>Total Fees</b> (adding subtotals for items 1 through 7)	\$9,850,000

Bidder B:

Item	Applicable Fee	Multiplied by	Subtotal
1	\$300/position/year Trades-person positions located in GFA	1,000 positions	\$300,000
2	\$400/position/year Trades-person positions located outside GFA	1,000 positions	\$400,000
3	\$300/position/year Office positions located in GFA	1,000 positions	\$300,000
4	\$400/position/year Office positions located outside GFA	1,000 positions	\$400,000
5	\$600,000 Management Fee	12 Months	\$7,200,000
6	4.40 % PDS Fee	\$100,000,000	\$4,400,000
7	3.00 % OPDS Fee	\$ 10,000,000	\$300,000
		<b>Total Fees</b> (adding subtotals for items 1 through 7)	\$13,300,000

Bidder C:

Item	Applicable Fee	Multiplied by	Subtotal
1	\$350/position/year Trades-person positions located in GFA	1,000 positions	\$350,000
2	\$500/position/year Trades-person positions located outside GFA	1,000 positions	\$500,000
3	\$350/position/year	1,000 positions	\$350,000

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	Office positions located in GFA		
4	\$500/position/year Office positions located outside GFA	1,000 positions	\$500,000
5	\$500,000 Management Fee	12 Months	\$6,000,000
6	5.40 % PDS Fee	\$100,000,000	\$5,400,000
7	4.00 % OPDS Fee	\$ 10,000,000	\$400,000
		<b>Total Fees</b> (adding subtotals for items 1 through 7)	\$13,500,000

Bidder D:

Item	Applicable Fee	Multiplied by	Subtotal
1	\$350/position/year Trades-person positions located in GFA	1,000 positions	\$350,000
2	\$500/position/year Trades-person positions located outside GFA	1,000 positions	\$500,000
3	\$350/position/year Office positions located in GFA	1,000 positions	\$350,000
4	\$500/position/year Office positions located outside GFA	1,000 positions	\$500,000
5	\$ - Management Fee	12 Months	\$ -
6	5.40 % PDS Fee	\$100,000,000	\$5,900,000
7	4.00 % OPDS Fee	\$ 10,000,000	\$420,000
		<b>Total Fees</b> (adding subtotals for items 1 through 7)	\$7,500,000

	Total Fees	Deviation	Raw Score	Rank	Correction (%)	Score (out of 20)
Bidder A	\$9,850,000.00	\$(1,187,500.00)	0.892412231	2	80%	14.28
Bidder B	\$13,300,000.00	\$2,262,500.00	0.795016988	3	60%	9.54
Bidder C	\$13,500,000.00	\$2,462,500.00	0.776896942	4	40%	6.22
Bidder D	\$7,500,000.00	\$(3,537,500.00)	0.679501699	1	100%	13.59
Total all Bids			\$44,150,000.00			
Average (Mean)			\$11,037,500.00			
Number of Bidders			4			
Standard Deviation			1			

**4. Scoring for only two bids**

In the event that only two bids are received or only two bidders are found compliant to the Mandatory Technical Evaluation Criteria and achieve the required minimum Rated Technical Evaluation Criteria scores, the calculations for the scores will be as follows:

- a) Normalized Raw Score = Absolute value of  $((\text{Total Fees} - \text{Mean Amount}) / \text{Mean Amount}) - 1$
- b) The low Total Fee will receive 100% of the Normalized Raw Score.
- c) The high Total Fee will receive 50% of the Normalized Raw Score.

**SRE 9 BASIS OF SELECTION****1. Highest Combined Rating of Technical Merit (70%) and Financial Merit (30%)**

- a) To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation process;
  - (b) meet all the mandatory evaluation criteria;
  - (c) obtain the required minimum of 60% of the available points for technical evaluation criteria for Gate 1 which are subject to point rating; and,
  - (d) obtain the required minimum of 70% of the available points for technical evaluation criteria for Gate 2 which are subject to point rating.
- b) Bids not meeting (a), (b), (c), and (d) will be declared non-responsive. Neither the responsive bid obtaining the highest Technical/Financial Score nor the one with the lowest evaluated price fees will necessarily be accepted.
- c) Financial Merit Score will be based on the Bidder's fees, as indicated on each of the Financial Bid Forms, plus the bidder's response to SRE7.2 Financial Scenario). The calculations for the evaluation of fees can be found at SRE 8.
- d) The responsive bid with the highest combined rating of technical merit and financial merit will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical and financial merit, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract.
- e) Should the Contractor be recommended for award of a contract for more than one Region as a result of this solicitation, only one combined contract will be executed between the Contractor and Canada. The contract will include in a schedule reference to specific region terms and conditions for which the contractor is responsible and all other terms and conditions shall be incorporated into a single document for ease of reference.

**2. Evaluation Summary Table**

The details of the evaluation criteria may be found under SRE 4: Mandatory Technical Evaluation Criteria, SRE 5 Rated Technical Evaluation Criteria, SRE 6 Rated Evaluation Scenarios, and SRE 8 Financial Fee Evaluation.

	ITEM	CATEGORY TITLES	WEIGHT
	Section I: Technical Evaluation		
<b>TECHNICAL MERIT (70%)</b>	<b>SRE 4</b>	<b>Mandatory Technical Evaluation</b>	<b>N/A</b>
	M-1	Property Management Services Experience	N/A
	M-2	Lease Administration Experience	N/A
	M-3	Project Delivery Services Experience	N/A
	<b>SRE 5</b>	<b>Rated Technical Evaluation Criteria</b>	<b>60.9%</b>
	R-1	Success in Delivering Management Services	4.2
	R-2	Bidder's Existing Management Systems Capabilities	2.8
	R-3	Organizational Model	5.25
	R-4	Cost Control Measures	5.25
	R-5	Financial Administration and Control	4.2
	R-6	Occupational Health and Safety (OHS) Management	5.25
	R-7	Quality Management and Performance Measurement	4.2
	R-8	Service Delivery Regime Acceptance Review Plans	5.25
	R-9	Managing Operational Transitions	3.15
	<b>SRE 5 (R-1 to R-9)</b>	<b>Gate 1 (60% minimum passing score) Sub-Total</b>	<b>39.55%</b>
	R-10	Computerized Information Systems	2.8
	R-11	Compliance and Assurance Framework	2.8
	R-12	Procurement Approach – Openness, Fairness, Transparency, and Accessibility	2.8
	R-13	Proposed Service Delivery Regime – Property Management	5.25
	R-14	Proposed Services Delivery Regime – Lease Administration Services	5.25
	R-15	Proposed Service Deliver Regime – Project Delivery Services	5.25
	<b>SRE 5 (R-10 to R-15)</b>	<b>Gate 2 (70% minimum passing score) Sub-Total</b>	<b>24.15%</b>
	Section II: RP-1 Scenarios		
	<b>SRE 6</b>	<b>RP-1 Scenarios</b>	<b>6.30%</b>
	TS-1	Services Planning and Delivery	3.15
	TS-2	Occupational Health and Safety	3.15
<b>FINANCIAL MERIT (30%)</b>	FS-1	Financial Scenario (Team Costs)	10.00%
	Section III: Financial Bid Form		
	SRE8	Financial Fee Evaluation <ul style="list-style-type: none"> <li>• Direct Labour Overhead Fees</li> <li>• Monthly Management Fee</li> <li>• Project Deliver Services (PDS) Fee</li> <li>• Optional Project Delivery Related Services (OPDS) Fee – Projects Valued at \$1M to less than \$20 M</li> </ul>	20.00%

**BID SUBMISSION FORM (BSF)**

BSF0 Bid Submission Summary  
 BSF1 Financial Bid Form for Region 001 (Atlantic)  
 BSF2 Financial Bid Form for Region 002 (Quebec)  
 BSF3 Financial Bid Form for Region 003 (National Capital Area)  
 BSF4 Financial Bid Form for Region 004 (Ontario)  
 BSF5 Financial Bid Form for Region 005 (Western)  
 BSF6 Financial Bid Form for Region 006 (Pacific)  
 BSF7 Mandatory Technical Bid Response Template for All Regions  
 BSF8 Historical Information Regarding Volume of Work for All Regions  
 Appendix 1 – Directors of the Bidder  
 Appendix 2 – Federal Contractors Program (FCP) Declaration  
 Appendix 3 – Former Public Servant Certification

**BSF0 BID SUBMISSION SUMMARY**

1. Bidders should complete the following and provide it with their bid proposal:

**Title:** Real Property - 1  
 Project Management and Project Delivery Services

**Bidder's Legal Name:** \_\_\_\_\_

**PBN:** \_\_\_\_\_

**Name of Bidder's Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

2. Bidders are requested to indicate which Region(s) their bid proposal addresses by including an "X" in the box.

	<b>Region</b>	<b>Bid Proposal</b>
001	Atlantic	
002	Quebec	
003	National Capital Area	
004	Ontario	
005	Western	
006	Pacific	

**BID SECURITY**

The Bidder has enclosed bid financial security with its bid in accordance with GI05 - Bid Security.

**FINANCIAL BID FORMS**

The Bidder has enclosed the completed Financial Bid Forms in a **separate sealed envelope** with the Name of Bidder, Project Title, PWGSC Solicitation Number, and the words "FINANCIAL BID FORMS" typed on the outside of the envelope.

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

#### **APPENDICES**

The Bidder is enclosing the following Appendices, properly completed:

- ☐ Appendix 1 - Directors of the Bidder
- ☐ Appendix 2 - Federal Contractors Program (FCP) Declaration
- ☐ Appendix 3 - Former Public Servants Certification

The Bidder certifies that the information submitted in response to this Request for Proposals is accurate and complete.

#### **SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**BSF1 FINANCIAL BID FORM FOR REGION 001 (ATLANTIC)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>Optional Space Measurement Services (SMS) % Fee</li> <li>Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract :

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year total estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$

**BSF2 FINANCIAL BID FORM FOR REGION 002 (QUEBEC)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>• Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>• Optional Space Measurement Services (SMS) % Fee</li> <li>• Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract:

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Volume Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$

**BSF3 FINANCIAL BID FORM FOR REGION 003 (NATIONAL CAPITAL AREA)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>Optional Space Measurement Services (SMS) % Fee</li> <li>Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract:

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Volume Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$

**BSF4 FINANCIAL BID FORM FOR REGION 004 (ONTARIO)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>• Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>• Optional Space Measurement Services (SMS) % Fee</li> <li>• Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract:

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Volume Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$



**BSF5 FINANCIAL BID FORM FOR REGION 005 (WESTERN)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>• Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>• Optional Space Measurement Services (SMS) % Fee</li> <li>• Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract:

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Volume Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$

**BSF6 FINANCIAL BID FORM FOR REGION 006 (PACIFIC)**

For the fees that would be paid in accordance with the Terms of Payment, the Bidder proposes the following:

**Direct Labour Overhead Fees**

Trades-person positions located in Government Furnished Accommodations (GFA) (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Trades-person positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located in GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year
Office positions located outside of GFA (Expressed as an annual amount per position in dollars)	\$ _____/position/year GST/HST extra	For evaluation purposes only, this fee will be multiplied by: _____ positions/year

<b>Management Fee</b> (Expressed as a monthly amount in dollars)	\$ _____/month GST/HST extra	For evaluation purposes, this fee will be multiplied by ____ months
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<b>Project Delivery Service (PDS) Fee</b> (Expressed as a percentage) The PDS % Fee will also be used to determine: <ul style="list-style-type: none"> <li>• Optional Asset Management Plans and Condition Assessments Services (AMP-CAS) % Fee</li> <li>• Optional Space Measurement Services (SMS) % Fee</li> <li>• Optional Tenant Facilities Management Services (TFMS) % Fee</li> </ul>	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____
<b>Optional Category III Project Delivery Services (OPDS) Fee</b> for Projects \$1M or greater, but less than \$20M (Expressed as a percentage)	_____% GST/HST extra	For evaluation purposes only, this fee will be multiplied by: \$ _____

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

The following values and calculations apply to resulting contract:

One-year Total Estimated Management Services Costs: \_\_\_\_\_

Management Fee Volume Adjustment Rate =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services Costs}}$

% rate for Third-Party Leases and for  
Lease Administration Services (TPL-LA % Fee) =  $\frac{\text{(Management Fee x 12 months)}}{\text{One-year Total Estimated Management Services cost}}$

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

**BSF7 MANDATORY TECHNICAL EVALUATION CRITERIA RESPONSE TEMPLATE FOR ALL REGIONS**

Mandatory Evaluation Criteria	M-1
Description of the portfolio(s);	
<b>Description of the services provided</b> , demonstrating how these are of a similar nature and scope to the <b>Management Services</b> described in the Provide Property Management Services Section of the SOW	<u>Provide Planning Services</u> <i>(Provide description of service delivery here)</i>
	<u>Manage Incidents</u> <i>(Provide description of service delivery here)</i>
	<u>Respond to Service Calls</u> <i>(Provide description of service delivery here)</i>
	<u>Manage Occupational Health and Safety</u> <i>(Provide description of service delivery here)</i>
	<u>Manage Risk</u> <i>(Provide description of service delivery here)</i>
	<u>Cleaning Services</u> <i>(Provide description of service delivery here)</i>
	<u>Operate Building Systems and Equipment</u> <i>(Provide description of service delivery here)</i>
	<u>Provide Maintenance Services</u> <i>(Provide description of service delivery here)</i>
	<u>Manage Energy and Utilities</u> <i>(Provide description of service delivery here)</i>
	<u>Provide Building Performance Reviews</u> <i>(Provide description of service delivery here)</i>

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Total square metres of office space	
Period of time under management	
Start Date	
Finish Date	
Client business and operating name	
Client point of contact :	Full name:
	Title:
	Phone number:
	email address:



Contract No. - No du contrat                      Amd. No. - No de la modif.                      Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client                      File No. - No du dossier                      CCC No./No CCC – FMS No./ No VME

<b>Mandatory Evaluation Criteria</b>	<b>M3</b>
<b>Description of the project(s);</b>	
<b>Description of how the project(s) are of a similar nature and scope to the Provide Project Delivery Services Section of the SOW</b>	Initiate and Plan Construction Projects <i>(Provide description of service delivery here)</i>
	Monitor and Control Construction Project Performance <i>(Provide description of service delivery here)</i>
	Execute Construction Projects <i>(Provide description of service delivery here)</i>
	Manage Project Warranties and Warranty Information <i>(Provide description of service delivery here)</i>
	Manage Project Technical Information <i>(Provide description of service delivery here)</i>
	Close-out Projects <i>(Provide description of service delivery here)</i>
<b>Value of the Work completed in the 12 month period</b>	
<b>Start Date</b>	
<b>Finish Date</b>	
<b>Client business and operating name;</b>	
<b>client point of contact:</b>	Full name: Title: Phone number: email address:



**BSF8 HISTORICAL INFORMATION REGARDING VOLUME OF WORK FOR ALL REGIONS**

The following information is based on historical information regarding the volume of Work in each of the RP-1 Regions. The "Volumetric Data", has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation process does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation process will be consistent with this data. It is provided purely for information purposes.

**Atlantic – Averages based upon historical 2005-2012 Costs****1. Estimated Historical Averages Related to Management Services**

<b>Average Annual Dollars</b>	<b>Average Area in Square Metres</b>	<b>Average Number of Buildings</b>
\$		

**2. Estimated Historical Averages Related to Leases**

<b>Average Commercial Third party Leases</b>		<b>Average Lease Admin Services for Government Departments</b>	
<b>Number of Leases</b>	<b>Area in Square Metres</b>	<b>Number of Leases</b>	<b>Area in Square Metres</b>

**3. Estimated Future Volumes**

<b>Fiscal Year</b>	<b>Average Area in Square Metres</b>	<b>Average Number of Buildings</b>	<b>Average Commercial Third party Leases</b>		<b>Average Lease Admin Services for Government Departments</b>	
			<b>Number of Leases</b>	<b>Area in Square Metres</b>	<b>Number of Leases</b>	<b>Area in Square Metres</b>
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						
2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
	Project \$ Range	Number of Projects	Dollar value of Projects
	\$		
	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.

## Quebec – Averages based upon historical 2005-2012 Costs

## 1. Estimated Historical Averages Related to Management Services

Average Annual Dollars	Average Area in Square Metres	Average Number of Buildings
\$		

## 2. Estimated Historical Averages Related to Leases

Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres

## 3. Estimated Future Volumes

Fiscal Year	Average Area in Square Metres	Average Number of Buildings	Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
			Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
	Project \$ Range	Number of Projects	Dollar value of Projects
	\$		
	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.

## National Capital Area – Averages based upon historical 2005-2012 Costs

## 1. Estimated Historical Averages Related to Management Services

Average Annual Dollars	Average Area in Square Metres	Average Number of Buildings
\$		

## 2. Estimated Historical Averages Related to Leases

Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

## 3. Estimated Future Volumes

Fiscal Year	Average Area in Square Metres	Average Number of Buildings	Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
			Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						
2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
	Project \$ Range	Number of Projects	Dollar value of Projects
\$	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.

## Ontario – Averages based upon historical 2005-2012 Costs

## 1. Estimated Historical Averages Related to Management Services

Average Annual Dollars	Average Area in Square Metres	Average Number of Buildings
\$		

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

## 2. Estimated Historical Averages Related to Leases

Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres

## 3. Estimated Future Volumes

Fiscal Year	Average Area in Square Metres	Average Number of Buildings	Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
			Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						
2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
\$	Project \$ Range	Number of Projects	Dollar value of Projects
	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Western – **Averages based upon historical 2005-2012 Costs**

## 1. Estimated Historical Averages Related to Management Services

Average Annual Dollars	Average Area in Square Metres	Average Number of Buildings
\$		

## 2. Estimated Historical Averages Related to Leases

Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres

## 3. Estimated Future Volumes

Fiscal Year	Average Area in Square Metres	Average Number of Buildings	Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
			Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						
2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
\$	Project \$ Range	Number of Projects	Dollar value of Projects
	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

Contract No. - No du contrat

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## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.

## Pacific – Averages based upon historical 2005-2012 Costs

## 1. Estimated Historical Averages Related to Management Services

Average Annual Dollars	Average Area in Square Metres	Average Number of Buildings
\$		

## 2. Estimated Historical Averages Related to Leases

Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres

## 3. Estimated Future Volumes

Fiscal Year	Average Area in Square Metres	Average Number of Buildings	Average Commercial Third party Leases		Average Lease Admin Services for Government Departments	
			Number of Leases	Area in Square Metres	Number of Leases	Area in Square Metres
2015-2016						
2016-2017						
2017-2018						
2018-2019						
2019-2020						
2020-2021						
2021-2022						
2022-2023						
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

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## 4. Estimated Historical Averages Related to PDS

Historical 2005-2012 PDS Costs Average Annual Dollars	PDS Averages Ranges in Dollars		
	Project \$ Range	Number of Projects	Dollar value of Projects
	\$		
	\$5-\$25K		
	\$25K - \$1M		
	Over \$1M		
	Tenant Services		
	Tenant Requests		

## 5. Estimated Future Volumes

Based on historical information related to the volume of work, PWGSC expects future work volumes to remain relatively constant throughout the contract period, notwithstanding fluctuations based as a result of market forces, CPI, changes in Government direction and funding levels. Canada does not guarantee, or commit Canada to, any future volume of Work over the period of the contract.



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**APPENDIX 1 - BID SUBMISSION FORM**

**DIRECTORS OF THE BIDDER**

**The following are the names of all individuals who are currently directors of the bidder:**

Name

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**APPENDIX 2 - BID SUBMISSION FORM****FEDERAL CONTRACTORS PROGRAM (FCP) DECLARATION**

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

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

B. Check only one of the following:

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

**OR**

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

**APPENDIX 3 - BID SUBMISSION FORM****FORMER PUBLIC SERVANTS CERTIFICATION**

For the purposes of this certification,

"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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- a. Name of former public servant; and
- b. Date of termination of employment or retirement from the Public Service.

• **WORK FORCE REDUCTION PROGRAM**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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; and,
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 Goods and Services Tax or Harmonized Sales Tax.

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## **ARTICLES OF AGREEMENT (AA)**

- AA1 Contract Documents
- AA2 Date of Completion of Work and Description of Work
- AA3 Contract Amount
- AA4 Contractor's Address

**These Articles of Agreement** made in duplicate this \_\_\_\_ day of \_\_\_\_ 2014.

### **Between**

**Canada** represented by the Minister of Public Works and Government Services

**and**

**Name of Contractor** (referred to in the contract documents as the "Contractor")

Witness that in consideration for the mutual promises and obligations contained in the contract, Canada and the Contractor covenant and agree as follows:

### **AA1 Contract Documents**

The documents forming the contract between Canada and the Contractor, referred to herein as the contract documents, are:

1. these Articles of Agreement,
2. the Supplementary Conditions,
3. the General Conditions,
4. the Terms of Payment,
5. the Work Authorization Process
6. the Statement of Work,
7. the signed Work Authorizations (including all of its Annexes, if any),
8. the Contractor's accepted Service Delivery Regime; and
9. the Contractor's bid, dated \_\_\_\_\_.

Any amendment or variation of the contract documents will be made in accordance with the General Conditions. 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.

### **AA2 Date of Completion of Work and Description of Work**

The Contractor shall, between the date of these Articles of Agreement and the date set in Supplemental General Conditions, section SC04 - Terms of the Contract, in a careful and workmanlike manner, diligently perform and complete the following work:

REAL PROPERTY - 1  
PROPERTY MANAGEMENT SERVICES  
AND PROJECT DELIVERY SERVICES

which work is more particularly described in the Statement of Work.

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**AA3 Contract Amount**

1. Subject to any increase, decrease, deduction, reduction or set-off that may be made under the contract, Canada shall pay the Contractor at the times and in the manner that is set out or referred to in Terms of Payment.
2. Canada's total expenditure for the term of the Contract must not exceed the amount set in the Work Authorization Process.

**AA4 Contractor's Address**

For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

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**IN WITNESS WHEREOF the parties hereto have executed these Articles of Agreement as of the day and year first above written.**

**SIGNED AND DELIVERED on behalf of the Contractor by**

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(Signature of Authorized Signatory)

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(Print Name and Title of Signatory)

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(Signature of Authorized Signatory)

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(Print Name and Title of Signatory)

**EXECUTED ON BEHALF OF Canada by**

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(Signature of Authorized Signatory)

**SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Scope of the Work
- SC02 Work Authorization
- SC03 Authorities
- SC04 Terms of Contract
- SC05 Certifications
- SC06 Contract Security
- SC07 Insurance Terms
- SC08 Limitation of Liability
- SC09 Dispute Resolution
- SC10 Applicable Laws
- SC11 Taking the Work out of the Contractor's Hands
- SC12 Effect of Taking the Work out of the Contractor's Hands
- SC13 Language of Services
- SC14 Conflict of Interest
- SC15 Separating Contract for transfer
- SC16 Security Requirement
- SC17 Joint Venture

**SC01 SCOPE OF THE WORK**

1. The Contractor must perform the Work in accordance with:
  - a) These Supplementary Conditions;
  - b) the General Conditions
  - c) the Terms of Payment,
  - d) the Work Authorization Process
  - e) the Statement of Work,
  - f) the signed Work Authorizations (including all of its Annexes, if any),
  - g) the accepted updated Service Delivery Regime resulting from the Acceptance Review; and,
  - h) the Contractor's bid entitled " \_\_\_\_\_ ", dated \_\_\_\_\_ ;
2. The list of buildings is set out in the Statement of Work, Appendix 11\*.  
***\*to be included at time of solicitation.***
3. Canada has the irrevocable option to add or withdraw assets and request any Optional Services as described in the Statement of Work, under the same clauses and conditions. Canada may exercise this option at any time by sending reasonable prior notice to the Contractor. The option(s) may only be exercised in writing by the Contracting Authority.

**SC02 WORK AUTHORIZATION**

1. The Work to be performed under the Contract will be on an "as and when requested basis" using a Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.
2. The Contractor must perform the Work in accordance with the Work Authorization Process (WAP).

**SC03 AUTHORITIES****1. Technical Authority**

- a. Canada shall designate a Technical Authority and shall notify the Contractor of the name, address and telephone number of the Technical Authority.
- b. The Technical Authority or its designated representative is responsible for all matters concerning the technical content of the Work under the Contract. The Technical Authority shall act as the principal point of contact with the Contractor for all matters relating to the Contract, including daily operations, reporting and administration. Changes in Work, within scope and budget, may be authorized by the Technical Authority. The Technical Authority shall have access to the Work at all times during its execution and the Contractor shall provide the Technical Authority with full information and assistance in order that the Technical Authority may verify, assess or determine that the Work is executed in accordance with the Contract. Canada may designate a new Technical Authority from time to time by giving written notice to the Contracting Authority in the manner set out herein. Where Tenants have entered into a written Record of Agreement with PWGSC, Canada will identify those Designated Tenant Authorities who may issue Work Authorizations directly to the Contractor.

**2. Contracting Authority**

- a. Canada shall designate a Contracting Authority and shall notify the Contractor of the name, address and telephone number of the Contracting Authority.
- b. The Contracting Authority or its designated representative is responsible for the management of the Contract. Any proposed adjustments to the scope of the Contract are to be discussed with the Technical Authority, but any resulting amendment can only take effect by the issuance of a written Amendment by the Contracting Authority. The Contractor shall not perform Work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. Canada may designate a new Contracting Authority from time to time by giving written notice to the Contractor in the manner set out herein.

**3. Contractor's Representative**

- a. Prior to commencing the Work, the Contractor shall designate a Contractor's Representative and shall notify Canada of the name, address and telephone number of the Contractor's Representative.
- b. The Contractor's Representative has full delegated authority, to act as a principal point of contact with the Technical Authority and the Contracting Authority on all matters pertaining to the Contract. The Contractor's Representative represents the Contractor with respect to all aspects of Contract. The Contractor may designate a new Contractor's Representative from time to time by giving written notice to the Contracting Authority.

**SC04 TERMS OF CONTRACT****1. Period of the Contract**

- a. The period of the Contract is from contract award to March 31, 2021.
- b. Canada has the irrevocable option to extend the term of the Contract by up to three additional two-year periods under the same clauses and 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 Terms of Payment and the bidder's response.

- c. Canada may exercise this option at any time by sending a written notice to the Contractor at least 365 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and for administrative purposes only will be evidenced, through a subsequent contract amendment.

## **2. Contract Initiation**

The Contract Initiation Work, in accordance with the Statement of Work, is to be performed between the date of Contract Award and the Contract Operational Start Date inclusive. The Contract Operational Start Date is April 1, 2015.

## **3. Contract Completion**

- a. The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract or upon withdrawal of an asset.
- b. The Contractor acknowledges that some of the Completion Services are required after the Operational End Date of the Contract. The Operational End Date of the Contract is March 31, 2021.
- c. The Contractor grants to Canada another irrevocable option to further extend the term of the Contract by a period of up to six months under the same clauses and conditions to ensure the required completion. Canada will invoke this option by providing written notice to the Contractor within 90 calendar days before the Contract Completion. 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 Terms of Payment.
- d. The Contracting Authority will advise the Contractor of the above extension by sending a written notice to the Contractor before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

## **4. Limitation of Expenditure**

Canada's total liability is in accordance with the Work Authorization Process.

## **SC05 CERTIFICATIONS**

1. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to all of its remedies including termination of the Contract for default.
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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.



**SC06 CONTRACT FINANCIAL SECURITY**

1. The Contractor must provide the Contracting Authority with contract financial security within 30 calendar days after the date of notification of contract award or contract extension. The contract financial security must be in the amount of \$5,000,000 for the duration of the contract and must be in the form of:
  - a. a security deposit as defined in sub-section 9 of SC07, or
  - b. a performance bond (form PWGSC-TPSGC 505 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>)), which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>).
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default.
3. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.
4. These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.
5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada so converts the security deposit:
  - a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - b. if Canada enters into a contract to have the Work completed, the Contractor will:
    - i. be considered to have irrevocably abandoned the Work; and
    - ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be re-established to the level of the amount stated above so that this amount is continued and available until completion of the contract period.
9. Security Deposit Definition
  - a. "security deposit" means
    - i. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or

- ii. an irrevocable standby letter of credit.
- b. "approved financial institution" means
  - i. any corporation or institution that is a member of the Canadian Payments Association;
  - ii. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - iii. a credit union as defined in paragraph 137(6) of the Income Tax Act;
  - iv. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - v. the Canada Post Corporation.
- c. "irrevocable standby letter of credit"
  - i. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - I. will make a payment to or to the order of Canada, as the beneficiary;
    - II. will accept and pay bills of exchange drawn by Canada;
    - III. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - IV. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - ii. must state the face amount which may be drawn against it;
  - iii. must state its expiry date;
  - iv. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - v. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - vi. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - vii. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **SC07 INSURANCE TERMS**

### **1. Insurance Contracts**

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements contained herein. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policies required herein must be in force and be maintained throughout the duration of the Contract.
- c. The insurance policies must be endorsed to provide Canada and any additional insured with not less than 30 days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

- d. The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.
- e. 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.

## **2. Proof of Insurance**

- a. Before commencement of the Work, but no later than 30 days after the date of award of the contract, the Contractor must deposit with Canada a correctly completed Certificate of Insurance (form attached herein).
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

## **3. Insurance Proceeds**

- a. In the case of a claim payable under an insurance contract maintained by the contractor pursuant to these Insurance Terms, the proceeds of the claim must be paid by the insurer directly to the claimant.
- b. The Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

## **4. Wrap-Up Liability**

- a. The insurance policy must provide coverage for all services provided under the contract.
- b. The insurance coverage provided must be primary to all other insurance policies and must not be substantially less than that provided by the latest edition of IBC Form 2100, except for liability arising from damage to the Work during construction, which must be limited to the completed operations period.
- c. The policy must include an extension for a standard provincial and territorial form of non-owned automobile liability policy.
- d. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - i. Blasting.
  - ii. Pile driving and caisson work.
  - iii. Underpinning.
  - iv. Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- e. The Contractor must be responsible to provide and maintain policies for the duration of the contract and for any option or extension of the contract term. The first policy issued must provide coverage for the initial contract term.
- f. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards for a period of at least two years beyond completion of the work.

- g. The policy must have the following minimum limits:
  - i. \$50,000,000 Each Occurrence Limit; and
  - ii. \$50,000,000 Products/Completed Operations Aggregate Limit.Umbrella or excess liability insurance may be used to achieve the required limits.
- h. The policy must be issued with a deductible amount of not more than \$25,000 per occurrence applying to property damage claims only.
- i. The policy must insure the Contractor and must include, as additional insured:
  - i. Canada, represented by Public Works and Government Services Canada;
  - ii. Any Consultant; and
  - iii. Any Subcontractor at any tier performing any part of the Work.
- j. The Insurer must provide a waiver of subrogation against any named or additional insured.

## **5. Commercial General Liability**

- a. The insurance coverage provided must not be less than that provided by the latest edition of IBC Form 2100, and must have a \$5,000,000 Each Occurrence Limit and a \$5,000,000 Products/Completed Operations Aggregate Limit.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards for a period of four (4) years, beyond the two (2) years coverage provided by the Wrap-Up Liability policy.
- c. The policy must insure the Contractor and must include Canada, represented by Public Works and Government Services Canada as additional insured, with respect to liability arising out of the operations of the contractor with regard to the work.

## **6. Certificate of Insurance Form**

On next page

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Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

## CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE

To be completed by the Insurer's authorized representative (Officer, Agent, Broker)  
Doit être rempli par le représentant autorisé de l'assureur (cadre, agent, courtier)

Description and Location of Work – Description et emplacement des travaux Real Property 1 – Property Management Services and Project Delivery Services Biens immobiliers 1 – Services de gestion immobilière et services de réalisation des projets	Contract No. N° de contrat
---	-------------------------------

Name of Insurer, Broker or Agent – Nom de l'assureur, du courtier ou de l'agent	Address (No., Street) – Adresse (n°, rue)	City – Ville	Province	Postal Code – Code postal
Name of Insured (Contractor) – Nom de l'assuré (Entrepreneur)	Address (No., Street) – Adresse (n°, rue)	City – Ville	Province	Postal Code – Code postal
Additional Insured (all policies) – Assuré supplémentaire (toutes les polices) Canada, represented by Public Works and Government Services Canada – Le Canada, représenté par Travaux publics et Services gouvernementaux Canada				
Additional Insured (Wrap-Up Policy) – Assuré supplémentaire (police d'assurance globale) Any Consultant and any Subcontractor, at any tier, performing any part of the Work – Tout expert-conseil et tout sous-traitant, à tout niveau, effectuant toute partie des travaux				

Type of Insurance Type d'assurance	Company and Policy Number Compagnie et numéro de la police	Inception Date Date d'effet	Expiry Date Date d'expiration	Per Occurrence Par événement	Limits of Liability Plafonds de garantie
Commercial General Liability Resp. civile des entreprises				\$	Compl. Operations Aggregate Global - Risque après travaux
Umbrella/Excess Liability Responsabilité civile complémentaire				\$	\$
Wrap-Up General Liability Responsabilité civile globale				\$	\$
Umbrella/Excess Liability Responsabilité civile complémentaire				\$	\$
				\$	
				\$	

I certify that the above policies were issued or made by insurers in the course of their insurance business in Canada and include the applicable insurance coverages and provisions as stated in the contract.  
J'atteste que les polices ci-dessus ont été établies ou publiées par des assureurs dans le cadre de leurs activités d'assurance au Canada et que ces polices comprennent les garanties et dispositions applicables telles qu'indiquées au contrat.

Name of person authorized to sign on behalf of Insurer(s) – Nom de la personne autorisée à signer au nom de(s) l'assureur(s)

Telephone Number – Numéro de téléphone

Signature

Date (YYYY/MM/DD – AAA/MM/JJ)

**SC08 LIMITATION OF LIABILITY**

1. The Contractor must indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability is limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Wrap-Up Liability insurance limit for one occurrence as referred to in SC08 Insurance Terms.
  - b. In respect to each loss for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the amount of \$20,000,000.
3. The limitation of this obligation is exclusive of interest and all legal costs and does not apply to any infringement of intellectual property rights or any breach of warranty obligations.
4. The Contractor's obligation to indemnify Canada for losses related to third party liability must have no limitation and must include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor must defend Canada against any third party claims.
5. The Contractor must pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, must defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
6. Notice in writing of a claim must be given within a reasonable time after the facts, upon which such claim is based, became known.

**SC09 DISPUTE RESOLUTION****1. Interpretation**

- a. "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with subparagraph 3.b., and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander; and
- b. The dispute resolution procedures set out herein, do not apply to any claim by Canada against the Contractor, including, but not limited to, any claim of setoff regarding any amount due to Canada, except any counterclaim in a dispute as defined in subparagraph 1.a.

**2. Consultation and Co-operation**

The parties agree to maintain open and honest communication throughout the performance of the Contract. The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

**3. Notice of Dispute**

- a. Subject to subparagraph 1.a., any dispute between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by either party, and which is not settled by consultation and co-operation, must be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions herein. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the Contract.
- b. The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in subparagraph 3.a. above and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under paragraph 4. Negotiation. Such notice must refer specifically to paragraph 4. Negotiation, and must specify the issues in contention and the relevant provisions of the Contract.
- c. The giving of a written notice in accordance with subparagraph 3.b. above does not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, must not be construed as an admission by the Contractor of the correctness of such decision or direction.
- d. If a dispute is not resolved promptly, Canada must give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor must continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance will not prejudice any claim that the Contractor may have with respect to the matter in dispute.
- e. Nothing in these Dispute Resolution procedures relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract.

**4. Negotiation**

- a. Within 10 working days after receipt by Canada of a notice referred to in paragraph 3. Notice of Dispute, the parties must commence negotiations in order to resolve the dispute. Negotiations must occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the matter in dispute under the Contract.
- b. If the representatives referred to in subparagraph 4.a. above are unable to resolve some or all of the issues which are the subject of the negotiations within 30 working days, the parties must refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a higher ranked representative or representatives of Canada.
- c. If negotiations fail to resolve the dispute within 30 working days from the date of the dispute is referred to the second level of negotiation, either party may, by giving written notice to the other party, within 15 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- d. Periods of time longer than those prescribed above, may be agreed to in writing, by the parties.



- e. Should the abovementioned notice provisions not be adhered to, the dispute will be considered to be abandoned.

## **5. Mediation**

- a. If mediation is requested in accordance with paragraph 4. Negotiation, mediation must be conducted in accordance with paragraph 8. Rules for Mediation of Disputes.
- b. If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator must be appointed in accordance with paragraph 8. Rules for Mediation of Disputes, forthwith after delivery of a notice in accordance with paragraph 4. Negotiation, requesting mediation.
- c. If the dispute has not been resolved within
  - i. 30 working days following the appointment of a Project Mediator in accordance with 5. b., if a Project Mediator was not previously appointed;
  - ii. 30 working days following receipt by Canada of a responding party's written notice referred to in 3., "Notice of Dispute", if a Project Mediator was previously appointed; or
  - iii. such other longer period as may have been agreed to by the parties;

the Project Mediator must terminate the mediation by giving written notice to the parties stating the effective date of termination.

## **6. Confidentiality**

All information exchanged during alternative dispute resolution procedures, by whatever means, must be without prejudice and must be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable must not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

## **7. Settlement**

Any agreement to settle all or any part of a dispute, by whatever means, must be in writing and be signed by the parties or their authorized representatives.

## **8. Rules for Mediation of Disputes**

### **8.1 Appointment of Project Mediator**

- a. The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they must jointly enter into a contract with the appointed Project Mediator.
- b. If the parties do not appoint a Project Mediator pursuant to subparagraph 8.1.a., the parties must appoint a Project Mediator within 30 days following receipt of a written notice from either party, requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator must meet the requirements as set out for the contract described in paragraph a. of subparagraph 8.1.a.



- c. When mediation is requested pursuant to subparagraph 8.1.a., the parties must within 15 days send to the Project Mediator
  - i. a copy of the notice requesting negotiation under paragraph 3. Notice of Dispute;
  - ii. a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
  - iii. a copy of the Contractor's written request for mediation required under paragraph 3. Negotiation.
- d. If the parties have not agreed on a Project Mediator, Canada must forthwith provide the Contractor with a list of 3 candidates from which the Contractor shall choose the Project Mediator
- e. If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, a contract and a Mediation Agreement must be negotiated forthwith, which must incorporate or otherwise comply with the provisions of these Rules and be in the form attached to this agreement as paragraph 9. Mediation Agreement. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the parties must repeat the process with the Contractor's second selected mediator.
- f. Upon execution of the contract with the Project Mediator the parties must provide the Project Mediator with copies of the documents referred to in subparagraph 8.1.c..

## 8.2 Confidentiality

- a. Subject to subparagraph 8.2.b., and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives must keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
- b. Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding must not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
- c. Neither party must make transcripts, minutes or other records of a mediation conference.
- d. The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
- e. All information exchanged during mediation procedures, by whatever means, must be without prejudice and must be treated as confidential by the parties and their representatives, unless otherwise required by law.

## 8.3 Time and Place of Mediation

The Project Mediator, in consultation with the parties must set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only 30 working days are available within which to attempt to settle the dispute.

**8.4 Representation**

- a. Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
- b. If the Project Mediator is a lawyer, the Project Mediator must not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

**8.5 Procedure**

- a. The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange must be completed no later than three working days prior to the date set for a mediation conference.
- b. The Project Mediator must be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
- c. The parties may agree to extend the 30 working days available for settlement of the dispute through mediation, and the Project Mediator must record that agreement in writing.

**8.6 Settlement Agreement**

- a. The parties must record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
  - i. the issues resolved;
  - ii. any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
  - iii. the consequences of failure to comply with the agreement reached.
- b. The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

**8.7 Termination of Mediation**

- a. Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator must give each party a written notice terminating the mediation and establishing the effective date of termination.
- b. If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
- c. If a dispute has not been resolved within 30 working days or such other longer period as may have been agreed to by the parties, the Project Mediator must terminate the mediation by giving written notice to the parties stating the effective date of termination.

**8.8 Costs**

The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, must be borne equally by the parties.

**8.9 Subsequent Proceedings**

- a. The parties must not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
  - i. any documents of other parties that are not otherwise producible in those proceedings;
  - ii. any views expressed or suggestions made by any party in respect of a possible settlement of issues;
  - iii. any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
  - iv. the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
- b. The Project Mediator must neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
- c. The Project Mediator must not be subpoenaed to give evidence relating to
  - i. the Project Mediator's role in mediation;
  - ii. or the matters or issues in mediation, in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

**9. Mediation Agreement**

1. An agreement to submit an existing dispute to mediation will be embodied in the following agreement:
2. Agreement to Submit: We, the undersigned parties, agree to submit the controversy regarding [DESCRIBE BRIEFLY] to mediation.
3. Location: The mediation shall be held in a mutually agreed upon location.
4. Discovery: The parties agree to prepare mediation briefs for the mediator outlining their positions and exchange all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than three days prior to the date set for the mediation.
5. Cost: The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the hearing room, if any, shall be borne equally by the parties.
6. Schedule: The parties shall jointly select a date for the mediation that is no later than [ ] days from the date a mediator is selected and the matter is to be concluded within [ ] days, subject to any extension recommended by the mediator and agreed to by the parties.

7. Termination of Agreement: Either party may terminate this agreement at any time during the mediation.
8. Confidentiality: All Information exchanged during the entire procedure shall be regarded as “without Prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.
9. Caucusing: The mediator is free to caucus with the parties individually, as he sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party(ies) with the former party's express permission.
10. Prohibition against Future Assistance: It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

## **SC10 APPLICABLE LAWS**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in the province or territory in which the work is to be performed.

## **SC11 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

1. The Technical Authority may take all or any portion of the Work out of the Contractor's hands and may employ such means as it sees fit to complete the Work, by giving notice to the Contractor in any of the following cases:
  - a. if the Contractor has defaulted in executing the Work or any portion thereof to the satisfaction of the Technical Authority and the Technical Authority has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues after such notice;
  - b. if the Contractor has defaulted in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - c. if the Contractor has become insolvent;
  - d. if the Contractor has committed an act of bankruptcy;
  - e. if the Contractor has abandoned the Work;
  - f. if the Contractor has made an assignment of the Contract without the consent of Canada; and
  - g. if the Contractor fails to meet the agreed upon Key Performance Indicator levels for more than three consecutive months.
2. If the Work and any portion thereof is taken out of the Contractor's hands under this clause the obligation of Canada to make payments to the Contractor in respect of the Work or any portion thereof so taken out of the Contractor's hands will cease and no further payments will be made to the Contractor in respect thereof unless the Technical Authority certifies that no financial prejudice will result to Canada from the default of the Contractor.
3. The Contractor will not be relieved of any legal or contractual obligations other than the physical execution of that portion of the Work so taken out of the Contractor's hands.

4. The amount of all loss and damage suffered by Canada by reason of the non-completion of such Work will be recovered from the Contractor.

#### **SC12 EFFECT OF TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

1. The taking of the Work or any part thereof out of the Contractor's hands pursuant to the above, Taking the Work out of the Contractor's Hands, does not operate so as to relieve or discharge the Contractor from any obligation under the Contract or imposed upon it by law except the obligation to complete the performance of that part of the Work that was taken out of its hands.
2. If the Work or any part thereof is taken out of the Contractor's hands pursuant to the above, Taking the Work out of the Contractor's Hands all plant and material and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor under the Contract with respect to the Work or any portion thereof taken out of the Contractor's hands will be the property of Canada without additional compensation to the Contractor.
3. When the Technical Authority certifies that any plant, material, or any interest of the Contractor acquired pursuant to the above is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that plant, material or interest, title to such plant, materials or interest will revert to the Contractor.

#### **SC13 LANGUAGE OF SERVICES**

1. Where services are provided or made available by the Contractor on behalf of the Crown, any member of the public in Canada or elsewhere can communicate with and obtain those services from the Contractor in either official language in any case where those services, in the opinion of the Minister if provided by Canada, would be required under Part IV of the Official Languages Act to be provided in either official language.
2. The contractor must also be prepared to provide all services (reports, correspondence and communications) described within the Statement of Work in either official language as and when requested by Canada.

#### **SC14 CONFLICT OF INTEREST**

1. So as to prevent any conflict of interest the Contractor agrees that during the term of the Contract, as amended, the Contractor or any of its non-arms length affiliates, as defined in the Canada Business Corporations Act shall not be eligible to present a bid in response to any competitive procurement other than RP-1 for the performance of any work whatsoever in this Contract related in any way to property management services, project delivery services or optional services as described in this contract. This does not preclude the Contractor from bidding on a future replacement contract for RP-1.
2. Notwithstanding the foregoing, should Canada be of the opinion that the Contractor's participation in a procurement would present best value for Canada while maintaining a fair, open and transparent solicitation, then Canada, in its sole discretion, may permit the Contractor to bid on work referred to above.

#### **SC15 SEPARATING CONTRACT FOR TRANSFER**

The Minister of Public Works and Government Services shall have the unrestricted right to transfer administration, assign or novate all or any portion or any interest in this Contract. To the extent that the transferee, assignee or novatee assumes the obligations of The Minister under this

Contract, the Minister thereupon and without further agreement shall be released of all liability and responsibility under this Contract and the Contractor shall look to the transferee, assignee or novatee for all obligations of the Contract including management, contracting, administration and payment from and after the effective date of the transfer of administration, assignment or novation of the Contract

#### **SC16 SECURITY REQUIREMENT**

1. Consult the Canadian Industrial Security Directorate (CISD) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) Web site for more information.
2. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor personnel requiring access to PROTECTED or CLASSIFIED information as required, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level RELIABILITY STATUS, CONFIDENTIAL, or SECRET as required, granted or approved by the CISD, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT HAVE ACCESS** to PROTECTED or CLASSIFIED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
4. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED or CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET (and an IT Link at the level of SECRET).
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
6. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable);;
  - (b) *Industrial Security Manual* (Latest Edition).

#### **OR, in case of Foreign National (French) firm:**

All PROTECTED/CLASSIFIED information/assets, furnished to the Foreign recipient Contractor or produced by the Foreign recipient Contractor, shall be safeguarded as follows:

1. The Foreign recipient Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of **FRANCE**, at the equivalent level of SECRET DEFENSE and hold an approved **Document Safeguarding Clearance at the level of SECRET DEFENSE**.
  - i. All PROTECTED / CLASSIFIED information/assets provided or generated under this Contract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract, in accordance with the National Policies of **FRANCE**.

- ii. The Foreign recipient Contractor shall provide the PROTECTED information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations.
  - iii. The Foreign recipient Contractor shall provide the CLASSIFIED information assets a degree of safeguarding no less stringent than that provided to equivalent French classified information/assets as set out in the general security agreement between the Government of Canada /and the Government of **FRANCE**
  - iv. All CLASSIFIED information/assets provided to the Foreign recipient Contractor pursuant to this Contract, by the Government of Canada, shall be marked by the Foreign recipient Contractor with the equivalent security classification utilized by **FRANCE**, and in accordance with the National Policies of **FRANCE**.
  - v. All PROTECTED information/assets provided to the Foreign recipient Contractor pursuant to this Contract, by the Government of Canada, shall keep its original marking.
  - vi. The Foreign recipient Contractor shall, at all times during the performance of this Contract, ensure the transfer of PROTECTED / CLASSIFIED information /assets be facilitated in accordance with the National Policies of **FRANCE**, and in compliance with the provisions of the Bilateral Industrial Security Instrument between **FRANCE** and Canada, **in relation to equivalences and only in relation with the SECURITY REQUIREMENTS CHECK LIST (SRCL)**.
  - vii. Upon completion of the Work, the Foreign recipient Contractor shall return to the Government of Canada, via appropriate means (government-to- government channels, hand-carriage, transportation plan), all PROTECTED / CLASSIFIED information/assets furnished or produced pursuant to this Contract, including all PROTECTED / CLASSIFIED information/assets released to and / or produced by its subcontractors.
  - viii. Until the Foreign recipient's responsible NSA/DSA for industrial security of FRANCE has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient Contractor personnel SHALL NOT HAVE ACCESS to CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an **escort**. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
  - ix. Until the Foreign recipient has signed the contract and **a non-disclosure agreement**, the Foreign recipient Contractor personnel SHALL NOT HAVE ACCESS to CANADA PROTECTED information/assets, and SHALL NOT ENTER "Government of Canada" or "Contractor" sites where such information or assets are kept, without an **escort**. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
2. PROTECTED / CLASSIFIED information/assets shall be released only to Foreign recipient Contractor personnel, who have a need-to-know for the performance of the Contract and who have a Personnel Security Clearance at the level of CONFIDENTIEL DEFENSE and SECRET DEFENSE, as required, granted by their respective NSA/DSA, in accordance with the National Policies of **FRANCE**.
3. PROTECTED /CLASSIFIED information/assets provided or generated pursuant to this Contract shall not be further provided to a third party Foreign recipient Subcontractor unless:



a) written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to PROTECTED / CLASSIFIED information by the third-party Foreign recipient's NSA/DSA; and

b) written consent is obtained from the NSA/DSA of **FRANCE**, if the third-party Foreign recipient Subcontractor is located in a third country.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of **FRANCE**.
5. The Foreign recipient Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system **and transfer via an IT link** any PROTECTED/CLASSIFIED information until the NSA/DSA of **FRANCE** has granted approval to do so. After approval has been granted in writing to the Foreign recipient Contractor, these tasks may be performed up to the level of SECRET DEFENSE.
6. The Foreign recipient Contractor shall not use the PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA, **when visits pertain to Foreign contractor access to CLASSIFIED information / assets. Visits pertaining to allow the foreign recipient contractor access to CANADA PROTECTED information / assets shall be facilitated directly between the Foreign recipient Contractor and the Canadian Designated security Authority, and granted by the Canadian DSA.**
8. The Foreign recipient Contractor shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that PROTECTED / CLASSIFIED information/assets furnished to or generated by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.
9. The Foreign recipient Contractor shall not disclose the PROTECTED / CLASSIFIED information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
10. The Foreign recipient Contractor shall contact their respective NSA/DSA in order to comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **FRANCE** and Canada, in relation to equivalencies, **and only in relation with the SECURITY REQUIREMENTS CHECKLIST (SRCL)**.
11. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List.

The FOREIGN recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of FRANCE and in accordance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between FRANCE and Canada, in relation to the equivalencies of CLASSIFIED information/ assets, and only in relation with the SECURITY REQUIREMENTS CHECKLIST (SRCL).



Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>FRANCE &amp; CANADA TABLE OF SECURITY CLEARANCE EQUIVALENCY</b>	
<b>CANADA</b>	<b>FRANCE</b>
PROTECTED A*	No Official equivalent. To be treated as a minimum of DIFFUSION RESTREINTE as agreed between CANADA and FRANCE DSA, while in France.
PROTECTED B*	No official equivalent. To be treated as a minimum of CONFIDENTIEL DEFENSE as agreed between CANADA and FRANCE DSA, while in France
<b>EXTRACT FROM THE FRANCE – CANADA GENERAL SECURITY AGREEMENT</b>	
No equivalent. Will be treated as CONFIDENTIAL in Canada	DIFFUSION RESTREINTE
CONFIDENTIAL	CONFIDENTIEL DEFENSE
SECRET	SECRET DEFENSE

\*A contract specific arrangement has been agreed upon between FRANCE and CANADA DSA for the treatment of CANADA PROTECTED A and B information, while in France.

### Security Requirement Checklist (SRCL)

Contract No. - No du contrat



Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

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 Government of Canada Gouvernement du Canada	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Contract Number / Numéro du contrat EP008-112560</td></tr><tr><td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td></tr></table>	Contract Number / Numéro du contrat EP008-112560	Security Classification / Classification de sécurité UNCLASSIFIED	
Contract Number / Numéro du contrat EP008-112560				
Security Classification / Classification de sécurité UNCLASSIFIED				
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>				
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>				
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction AFD Sector, RPB			
3. a) Subcontract Number / Numéro du contrat de sous-traitance				
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant				
4. Brief Description of Work / Brève description du travail Real Property 1 - Property Management and Project Delivery Services				
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui				
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui				
6. Indicate the type of access required / Indiquer le type d'accès requis				
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)				
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui				
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui				
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Canada <input checked="" type="checkbox"/></td><td style="text-align: center;">NATO / OTAN <input type="checkbox"/></td><td style="text-align: center;">Foreign / Étranger <input type="checkbox"/></td></tr></table>		Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion				
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:		
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/> SECRET <input checked="" type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>		
TBS/SCT 350-103(2004/12)				
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Security Classification / Classification de sécurité UNCLASSIFIED</td></tr></table>		Security Classification / Classification de sécurité UNCLASSIFIED		
Security Classification / Classification de sécurité UNCLASSIFIED				
				

Contract No. - No du contrat


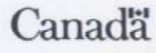
Amd. No. - No de la modif.

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	Government of Canada Gouvernement du Canada	<div style="border: 1px solid black; padding: 5px;">Contract Number / Numéro du contrat EP008-112560</div> <div style="border: 1px solid black; padding: 5px;">Security Classification / Classification de sécurité UNCLASSIFIED</div>
<b>PART A (continued) / PARTIE A (suite)</b>		
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>		
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis		
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ  <input type="checkbox"/> TOP SECRET – SIGINT TRÈS SECRET – SIGINT  <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL  <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET  <input type="checkbox"/> NATO SECRET NATO SECRET
<input type="checkbox"/> TOP SECRET TRÈS SECRET  <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET		
Special comments: Commentaires spéciaux : _____		
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.		
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui  <input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>		
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>		
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
TBS/SCT 350-103(2004/12)		<div style="border: 1px solid black; padding: 5px;">Security Classification / Classification de sécurité UNCLASSIFIED</div>
		

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui


If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
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 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat EP008-112560	
		Security Classification / Classification de sécurité UNCLASSIFIED	


  

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
MARK CAMPBELL		DC, AFDS	<i>Mark Campbell</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-775-7217	819-775-7279	mark.campbell@pwgsc.gc.ca	2013/05/14
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Bélanger, Chantal		SO	<i>Chantal Bélanger</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-1779	819-934-1449	chantal.c.belanger@tpsgc-pwgsc.gc.ca	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?			<input type="checkbox"/> No <input type="checkbox"/> Yes
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> Non <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Eric Fanteux		DC Officer	<i>E. Fanteux</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-948-1759		eric.fanteux@tpsgc.gc.ca	May 15, 2013

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
 UNCLASSIFIED



**SC17 JOINT VENTURE** (only if required)

1. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: [Note to Bidders: Canada will list all the joint venture members named in the Contractor's original bid in any contract awarded to a joint venture bidder].
2. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - a. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - b. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - c. payments made by Canada to the representative member will act as a release by all the members.
3. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
4. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
5. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
6. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**GENERAL CONDITIONS (GC)**

- GC01 Interpretation
- GC02 Powers of Canada
- GC03 Status of the Contractor
- GC04 Conduct of the Work
- GC05 Subcontracts
- GC06 Specifications
- GC07 Replacement of Specific Individuals
- GC08 Time of the Essence
- GC09 Excusable Delay
- GC10 Inspection and Acceptance of the Work
- GC11 Invoice Submission
- GC12 Taxes
- GC13 Transportation Costs
- GC14 Transportation Carriers' Liability
- GC15 Payment Period
- GC16 Interest on Overdue Accounts
- GC17 Compliance with Applicable Laws
- GC18 Ownership
- GC19 Copyright
- GC20 Translation of Documentation
- GC21 Confidentiality
- GC22 Government Property
- GC23 Liability
- GC24 Intellectual Property Infringement and Royalties
- GC25 Amendment and Waivers
- GC26 Assignment
- GC27 Suspension of the Work
- GC28 Default by the Contractor
- GC29 Termination for Convenience
- GC30 Accounts and Audit
- GC31 Right of Set-off
- GC32 Notice
- GC33 Conflict of Interest and Values and Ethics Codes for the Public Service
- GC34 No Bribe or Conflict
- GC35 Survival
- GC36 Severability
- GC37 Successors and Assigns
- GC38 Contingency Fees
- GC39 International Sanctions
- GC40 Code of Conduct and Certifications
- GC41 Harassment in the Workplace
- GC42 Entire Agreement
- GC43 Access to Information
- GC44 Contractor to Own Intellectual Property Rights in Foreground Information

**GC01 INTERPRETATION**

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**GC02 POWERS OF CANADA**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.



**GC03 STATUS OF THE CONTRACTOR**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**GC04 CONDUCT OF THE WORK**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section GC27 and GC28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada

unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

#### **GC05 SUBCONTRACTS**

1. Except as provided in paragraph 2 of GC05, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
  - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in subparagraphs a. and b.
3. In any subcontract other than a subcontract referred to in subparagraph 2 a., the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favorable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

#### **GC06 SPECIFICATIONS**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

#### **GC07 REPLACEMENT OF SPECIFIC INDIVIDUALS**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with at least the same qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and

- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with paragraph 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **GC08 TIME OF THE ESSENCE**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **GC09 EXCUSABLE DELAY**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - a) is beyond the reasonable control of the Contractor;
  - b) could not reasonably have been foreseen;
  - c) could not reasonably have been prevented by means reasonably available to the Contractor; and,
  - d) occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **GC10 INSPECTION AND ACCEPTANCE OF THE WORK**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

#### **GC11 INVOICE SUBMISSION**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **GC12 (2013-03-21) TAXES**

1. Federal government departments and agencies are required to pay Applicable Taxes.

2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency  
  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### **GC13 TRANSPORTATION COSTS**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

### **GC14 TRANSPORTATION CARRIERS' LIABILITY**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

### **GC15 PAYMENT PERIOD**

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with GC16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in paragraph 1 of GC16 to apply for the sole purpose of calculating interest on overdue accounts.

**GC16 INTEREST ON OVERDUE ACCOUNTS**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**GC17 COMPLIANCE WITH APPLICABLE LAWS**

1. The contract must be interpreted and governed, and the relations between the parties determined, by the laws in the province in which the work is to be performed.
2. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
3. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.
4. Multiple Comprehensive Land Claim Agreements (CLCAs) apply as these services will be performed within areas covered by CLCAs.

Region	Title	Applicable CLCA
001	Atlantic	Labrador Inuit Land Claims Agreement
002	Quebec	James Bay and Northern Quebec Agreement (JBNQA)
003	National Capital Area	Not applicable
004	Ontario	Not applicable
005	Western	Tlicho Land Claims Agreement
006	Pacific	Kwanlin Dun First Nation Final Agreement, and Ta'an Kwach'an Council Final Agreement

**GC18 OWNERSHIP**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**GC19 COPYRIGHT**

1. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.
2. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
4. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

**GC20 TRANSLATION OF DOCUMENTATION**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section GC19. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**GC21 CONFIDENTIALITY**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or



proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - a. is publicly available from a source other than the other Party; or
  - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

## **GC22 GOVERNMENT PROPERTY**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.



2. 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.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

## **GC23 LIABILITY**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## **GC24 INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor

name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do c., or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **GC25 AMENDMENT AND WAIVERS**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with paragraph 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

## **GC26 ASSIGNMENT**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## **GC27 SUSPENSION OF THE WORK**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work

from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under GC28 or GC29.

2. When an order is made under paragraph 1 of GC27, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a profit as determined by Canada.
3. When an order made under paragraph 1 of GC27 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

#### **GC28 DEFAULT BY THE CONTRACTOR**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under paragraphs 1 and 2 of GC28, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under paragraph 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under paragraph 1 of GC29.

## **GC29 TERMINATION FOR CONVENIENCE**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to paragraph 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a profit, as determined by Canada, for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit on the balance of the contract, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **GC30 ACCOUNTS AND AUDIT**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

### **GC31 RIGHT OF SET-OFF**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

### **GC32 NOTICE**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

### **GC33 CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](http://laws-lois.justice.gc.ca/eng/acts/C-36.65/), 2006, c. 9, s. 2, (<http://laws-lois.justice.gc.ca/eng/acts/C-36.65/>) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **GC34 NO BRIBE OR CONFLICT**

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

### **GC35 SURVIVAL**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

### **GC36 SEVERABILITY**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

### **GC37 SUCCESSORS AND ASSIGNS**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### **GC38 CONTINGENCY FEES**

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

### **GC39 INTERNATIONAL SANCTIONS**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a



good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with GC29.

#### **GC40 CODE OF CONDUCT AND CERTIFICATIONS**

1. The Contractor agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
- c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code of Canada*, or
- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
- e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
- f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
- g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

#### **GC41 HARASSMENT IN THE WORKPLACE**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26041>).
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **GC42 ENTIRE AGREEMENT**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **GC43 ACCESS TO INFORMATION**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.



**GC44 CONTRACTOR TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION****1. Interpretation****1.1. In the Contract, unless the context otherwise requires:**

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions" means the general conditions that form part of the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

**1.2. Canada's primary objective in entering into the Contract is to receive the deliverables contracted for, to be able to use those deliverables, and any Intellectual Property arising by virtue of the Contract for Canada's activities, including future contracts, procurements and to protect or advance the broader public interest. These supplemental general conditions do not affect any existing Intellectual Property Rights in any information belonging to Canada, the Contractor or a third party.**

**1.3. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail. If the General Conditions include a section on "Copyright", they are amended by deleting the section in its entirety.**

**1.4. References in these supplemental general conditions to the Contractor owning the Foreground Information or any rights in it refer to the Contractor, its subcontractors, its suppliers, its agents, its representatives or any of their employees owning such information or rights, as applicable.**

**2. Records and disclosure of Foreground Information**

- 2.1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the department or agency for which the Contract is performed, whether before or after the completion of the Contract.
- 2.2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
- 2.3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

**3. Ownership of Intellectual Property Rights in Foreground Information**

- 3.1. All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
- 3.2. Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 3.3. Any personal information, as defined in the [Privacy Act](#), R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- 3.4. If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada and the personal information.
- 3.5. The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

**4. Licenses to Intellectual Property Rights in Foreground and Background Information**

- 4.1. As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the

Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.

- 4.2. These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
- 4.3. For greater certainty, Canada's licenses include, but are not limited to:
- a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
  - b. the right to disclose the Foreground and Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada, if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
- 4.4. The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

## **5. Contractor's Right to Grant Licenses**

The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party that permits

compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Canada.

## **6. Waiver of Moral Rights**

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

## **7. License to Intellectual Property Rights to Canada's Information**

- 7.1. Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's Information only to perform the Contract.
- 7.2. If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a license from the department or agency for which the Contract is performed. In its request for a license to that department or agency, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the department or agency agrees to grant a license, conditions will be negotiated between the Contractor and that department or agency and may include the payment of a compensation to Canada.

## **8. Transfer or License of Contractor's Rights**

- 8.1. During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
- 8.2. After the Contract, if the Contractor transfer ownership in the Foreground Information, the Contractor is not required to obtain Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of the transfer. The Contractor must ensure that the transfer requires the transferee to notify the Canada of any future transfer. Any transfer must be subject to all Canada's rights to use the Foreground Information.
- 8.3. After the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way.
- 8.4. If the Contractor at any time transfers ownership of or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.

## **9. Transfer of Intellectual Property Rights upon Termination of the Contract for Default**

- 9.1. If Canada terminates the Contract in whole or in part for default, Canada may, by giving notice to the Contractor, require the Contractor to transfer to Canada all the Intellectual Property Rights in the Foreground Information, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a

third party, the Contractor must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Contractor from the sale or assignment of the Intellectual Property Rights in the Foreground Information.

- 9.2. In the event of the issuance of a notice under subsection 1, the Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as Canada may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

#### **10. Products created using the Foreground Information**

If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

**TERMS OF PAYMENT (TP)**

<b>TP1</b>	<b>Basis of Payment</b>
<b>TP2</b>	<b>Costs</b>
<b>TP3</b>	<b>Fees</b>
<b>TP4</b>	<b>Contractor Incentive Program</b>
<b>TP5</b>	<b>Payment</b>
<b>TP6</b>	<b>Invoicing</b>

**1. TP1 Basis of Payment**

- 1.1. The Basis of Payment covers the entirety of the payments to be made to the Contractor pursuant to the performance of the Contract. The Contractor will be paid the Costs as determined in accordance with TP2 Costs, paid Fees determined in accordance with TP3 Fees, and is eligible for incentive payments in accordance with TP4 Contractor Incentive Program.

**2. TP2 Costs****2.1. General**

- 2.1.1. The Costs payable to the Contractor will be the sum of the Allowable Costs as determined in accordance with section 2.3, less any applicable credits;
- 2.1.2. These Costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently during the period of the contract.
- 2.1.3. Only Costs incurred between the dates of Contract Award and Contract Completion are payable.
- 2.1.4. Only Costs which the Contractor has demonstrated as having been incurred and paid by the Contractor are payable to the Contractor.
- 2.1.5. Only Costs which are Reasonable are payable to the Contractor.
- 2.1.6. Payment of Costs will be subject to audits from Canada. If the results of the audits from Canada show that there has been an overpayment, the amount of the overpayment shall immediately become payable to Canada.

**2.2. Reasonable Cost**

- 2.2.1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a similar competitive business in the same or similar circumstances.
- 2.2.2. In determining the reasonableness of a particular cost, consideration will be given to:
  - 2.2.2.1. Whether the cost represents best value to Canada;
  - 2.2.2.2. Whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Statement of Work;

- 2.2.2.3. The restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
- 2.2.2.4. The action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, Canada and the public at large;
- 2.2.2.5. Significant deviations from the established practices of the Contractor which may unjustifiably increase the costs; and
- 2.2.2.6. The Statement of Work, delivery schedules and quality requirements of the Contract as they affect costs.

### 2.3. Allowable Costs

2.3.1. The Allowable Costs are payable to the Contractor without markup.

2.3.2. The following are Allowable Costs:

- 2.3.2.1. Direct Labour Costs - meaning the costs of the portion of gross wages or salaries, benefits and the Contractor's contributions to benefit plans and legislated programs such as Employment Insurance and Canada Pension Plan. The payable amount is determined by prorating the proportion of time each employee spends in the performance of Work.
- 2.3.2.2. Direct Subcontract Costs - meaning the costs of subcontracts.
- 2.3.2.3. Direct Material Costs - meaning the cost of materials.
  - 2.3.2.3.1. These materials may include, in addition to materials purchased solely for the performance of the Statement of Work and processed by the Contractor, any other materials issued from the Contractor's general stocks.
  - 2.3.2.3.2. Materials purchased solely for the performance of the Statement of Work must be charged at the net laid-down cost to the Contractor after cash discounts for prompt payment.
  - 2.3.2.3.3. Materials issued from the Contractor's general stocks must be charged in accordance with the method as used consistently by the Contractor in pricing material inventories.
- 2.3.2.4. Equipment Costs – meaning the portion of costs of leased or rented equipment or equipment purchased by the Contractor on behalf of Canada. These include costs of testing equipment and general building equipment such as ladders, portable generators, compressors, window cleaning equipment, hydraulic lifts and vehicles.
- 2.3.2.5. Travel and Living Costs - meaning the cost of travel and living of the Contractor's Direct Labour. Applicable Travel and Living costs are limited in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to "travelers" rather than those referring to "employees".

2.3.2.6. Building License, Certificate, Permit and Software License Costs – meaning the costs of building licenses, building certificates, building permits and the costs of software licenses purchased on behalf of Canada for Canada's employees.

2.3.2.7. Utility Costs – meaning the amounts paid, on behalf of Canada, for utilities such as energy, electricity, water & sewer, and natural gas.

### 3. TP3 Fees

#### 3.1. General

3.1.1. The Fees described in this section are payable to the Contractor. No other fees are payable to the Contractor.

3.1.1.1. The Fees shall be considered as full compensation for all Costs unless otherwise listed in the contract, including but not limited to those relating to the following:

3.1.1.1.1. Development and maintenance of IM/IT systems but excluding development for changes to the Statement of Work;

3.1.1.1.2. Legal services;

3.1.1.1.3. Resolution of disputes with Canada or third parties;

3.1.1.1.4. Development or maintenance of the Contractor's policies and procedures but excluding development for changes to the Statement of Work;

3.1.1.1.5. Development and maintenance of the Contractor's quality and other management systems and development of quality assurance tools such as checklists and surveys but excluding development for changes to the Statement of Work.

3.1.1.1.6. Profit;

3.1.1.1.7. Federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;

3.1.1.1.8. Insurance costs;

3.1.1.1.9. Costs related to Contract Financial Security;

3.1.1.1.10. Entertainment and hospitality expenses;

3.1.1.1.11. Costs of executive and corporate officers and corporate administrative staff; and,

#### 3.2. Direct Labour Overhead Fee

3.2.1. The Direct Labour Overhead Fee is payable to the Contractor at an Annual Overhead Rate per Contractor's approved full-time equivalent employee.

3.2.2. The Direct Labour Overhead Fee is payable to the Contractor between the dates of Contract Award and Contract Completion.



3.2.3. For employees engaged less than full time, the payable amount is determined by prorating the proportion of time each employee spends in the direct performance of Work. The payable amount will be prorated based on 52 weeks per year and 40 working hours per week. The payable rate will not be prorated for individuals working overtime.

3.2.4. The Direct Labour Overhead Fee includes all overhead for the Contractor's approved full-time equivalent employees, including:

3.2.4.1. Costs which are overhead in nature and are required to facilitate the delivery of direct services;

3.2.4.2. Costs to support the human resources functions such as recruitment, hiring, employee support and compensation;

3.2.4.3. Contractor's office expenses such as stationery, office supplies, postage, and other necessary administration and management expenses;

3.2.4.4. Costs of IM/IT hardware, firmware and software and related costs such as software licenses, internet service, websites, computers, notebooks, peripherals, access to servers or systems;

3.2.4.5. Costs of telecommunications equipment and services such as telephones, fax machines, mobile and personal communication devices such as smartphones, tablets and accessories;

3.2.4.6. Cost of Contractor's office space including expenses of a general nature such as power, heat, light, operation and maintenance, and recurring charges such as property taxes, rentals and depreciation costs;

3.2.4.7. Cost of Contractor's office furniture and office equipment;

3.2.4.8. Costs related to individuals' licenses, dues, memberships, professional fees and subscriptions;

3.2.4.9. Costs of uniforms;

3.2.4.10. Costs of employees personal safety and protective equipment and personal tools;

3.2.4.11. Training Costs with the exception of:

3.2.4.11.1. Training staff on building systems and equipment during the Contract Initiation period;

3.2.4.11.2. Training staff on new building systems and equipment installed during the term of the Contract; and

3.2.4.11.3. Training staff due to changes to the Statement of Work.

3.2.5. For trades-person positions located in Government Furnished Accommodations (GFA) the Annual Overhead Rate is: \$(Per Bid Form).

3.2.6. For trades-person positions located outside of GFA the Annual Overhead Rate is: \$(Per Bid Form).

3.2.7. For office positions located in GFA the Annual Overhead Rate is: \$(Per Bid Form).

3.2.8. For office positions located outside of GFA the Annual Overhead Rate is: \$(Per Bid Form).

3.2.9. The Annual Overhead Rates are subject to an annual inflation adjustment as of April 1, 2017. The adjustment will be 75% of the increase in the "Basic Index" or All-Items Consumer Price Index (CPI), for each applicable Province\*, as published by Statistics Canada (No.62-001-XPB) for the previous year. By way of example, if the increase for the period April 1, 2016 to March 31, 2017 is 2.0% as reported by Statistics Canada, then the Annual Overhead Rates for the subsequent annual period (April 1, 2017-March 31, 2018) will be increased by 1.5%. Any subsequent adjustments will be calculated on the most recent previous Annual Overhead Rates. Where the CPI rate is a negative value, it shall be treated as zero for the purposes of this adjustment.

\*Where more than one Province is included within the contract, the average of all applicable Province's Indices will be used.

### 3.3. Management Fee

3.3.1. The Contractor will be paid a monthly lump-sum Management Fee.

3.3.2. The Management Fee will be paid to the Contractor for Work authorized in accordance with all sections of the Statement of Work with the exception of the following:

- 3.3.2.1. SOW 4 Services to Establish Third-Party Leases;
- 3.3.2.2. SOW 5 Lease Administration Services;
- 3.3.2.3. SOW 6 Project Delivery Services; and,
- 3.3.2.4. SOW 7 Optional Services.

3.3.3. The Contractor's Management Fee is: \$(Per Bid Form)/month.

3.3.4. The Management Fee is payable for each month from the Contract Operational Start Date to the Contract Operational End Date. The Management Fee is not payable during the period between Contract Award and the Contract Operational Start Date or the period from the Contract Operational End Date to the Contract Completion date.

3.3.5. The Management Fee is subject to an annual inflation adjustment as of April 1, 2017. The adjustment shall be 75% of the increase in the Provincial\* All-Items Consumer Price Index (CPI) calculated over the previous year. By way of example, if the CPI for the period April 1, 2016 to March 31, 2017 is 2.0% as reported by Statistics Canada, then the Management Fee for the subsequent annual period (April 1, 2017-March 31, 2018) shall be increased by 1.5%. Any subsequent adjustments will be calculated on the most recent previous Management Fee. Where the CPI rate is a negative value, it shall be treated as zero for the purposes of this adjustment.

\*Where more than one Province is included within the contract, the average of all applicable Province's Indices will be used

3.3.6. The Management Fee is subject to a volume adjustment when the cumulative Building Inventory increases by 5% or more or decreases by 5% or more, in square meters, from the inventory at the Contract Award Date or subsequent to a previous adjustment.

3.3.7. The Management Fee Volume Adjustment Rate is: (To be calculated per Bid Form) %\*  
**\* Note to bidders: A Management Fee volume adjustment rate will be determined by dividing the one-year total expected Management Fee (Management Fee x 12 months) by the one-year total estimated Management Services Costs, as provided in the RFP document (\$insert total estimated Management Services Costs for one year of contract).).**

3.3.8. The Management Fee Adjustment Amount will be determined by multiplying the Management Fee Volume Adjustment Rate by the estimated *Management Services Costs* of the assets to be added or removed.

3.3.9. The *estimated Management Services Costs* will be determined with consideration of the recent historical Management Services costs of the assets to be added or removed.

3.3.10. The resulting amount will be added to or subtracted from the current Management Fee to calculate the adjusted Management Fee.

3.3.11. The adjusted Management Fee will be payable as of the first full month following the Transition Operational Start Date when inventory is added, or the Transition Operational Completion Date when inventory is removed.

**3.4. Fee for Establishing Third-Party Leases and for Lease Administration Services (TPL or LA Fee)**

3.4.1. The Contractor will be paid a percentage-based fee for Work authorized in accordance with the Statement of Work, section SOW 4 Provide Services to Establish Third Party Leases and section SOW 5 Provide Lease Administration Services

3.4.2. The Contractor's percentage rate for TPL-LA is: (Per Bid Form) %.\*

**\* Note to bidders: The Contractor's percentage rate for TPL-LA will be determined by dividing the one-year total expected Management Fee (Management Fee x 12 months) by the one year total estimated Management Services Costs, as provided in the RFP document (\$insert total estimated MS Costs for one year of contract).**

3.4.3. The payable TPL or LA Fee will be calculated by multiplying the percentage rate for TPL-LA by the aggregate of final Allowable Costs, for each TPL or LA Work Authorization completed by the Contractor.

**3.5. Fee for Project Delivery Services (PDS Fee)**

3.5.1. The Contractor will be paid a percentage-based PDS Fee.

3.5.2. The PDS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work, section SOW 6 Provide Project Delivery Services.

3.5.3. The Contractor's percentage rate for PDS is (*Per Bid Form*) %.

3.5.4. The payable PDS Fee will be calculated by multiplying the percentage rate for PDS by the aggregate of final Allowable Costs for each PDS Work Authorization completed by the Contractor.

**3.6. Fee for Optional Asset Management Plans and Condition Assessments Services (AMP-CAS Fee)**

3.6.1. Where the option has been exercised in writing by the Contracting Authority, the Contractor will be paid a percentage-based AMP-CAS Fee.

3.6.2. The AMP-CAS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work, section SOW 7.2 Develop Asset Management Plans and Conduct Building Condition Assessments.

3.6.3. The Contractor's percentage rate for AMP-CAS is : (Per Bid Form) %\*

***\*Note to bidders: The Contractor's percentage rate for AMP-CAS is equal to the Contractor's percentage rate for PDS.***

3.6.4. The payable AMP-CCA Fee will be calculated by multiplying the percentage rate for AMP-CCA by the aggregate of final Allowable Costs for each AMP-CCA Work Authorization completed by the Contractor.

### **3.7. Fee for Optional Category III Project Delivery Services (OPDS Fee)**

3.7.1. Where the option has been exercised in writing by the Contracting Authority, the Contractor will be paid a percentage-based OPDS Fee.

3.7.2. The OPDS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work, section, SOW 7.3 Provide Category III Project Delivery Services.

3.7.3. The Contractor's percentage rate for OPDS for projects \$1M or greater but less than \$20M is: (Per Bid Form) %.

3.7.4. The Contractor's percentage rate for OPDS for projects \$20M or greater is: (To be inserted upon agreement) %.\*

***\*Note to bidders: This rate will be a negotiated percentage rate as agreed between Canada and the Contractor. In no case shall the rate be greater than the OPDS Fee for projects \$1M or greater but less than \$20M.***

3.7.5. The payable OPDS Fee will be calculated by multiplying the percentage rate for OPDS by the aggregate of final Allowable Costs for each OPDS Work Authorization completed by the Contractor.

### **3.8. Fee for Optional Space Measurement Services (SMS Fee)**

3.8.1. Where the option has been exercised in writing by the Contracting Authority, the Contractor will be paid a percentage-based SMS Fee.

3.8.2. The SMS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work, section SOW 7.4 Provide Space Measurement Services.

3.8.3. The Contractor's percentage rate for SMS is (Per Bid Form) %.

***\*Note to bidders: The Contractor's percentage rate for SMS is equal to the Contractor's percentage rate for PDS.***

3.8.4. The payable SMS Fee will be calculated by multiplying the percentage rate for SMS by the aggregate of final Allowable Costs for each SMS Work Authorization completed by the Contractor.

### **3.9. Fee for Optional Tenant Facilities Management Services (TFMS Fee)**

3.9.1. Where the option has been exercised in writing by the Contracting Authority, the Contractor will be paid a percentage-based TFMS Fee.

3.9.2. The TFMS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work, section SOW 7.5 Provide Tenant Facilities Management Services.

3.9.3. The Contractor's percentage rate for TFMS is: (Per Bid Form) %\*

***\*Note to bidders: The Contractor's percentage rate for TFMS is equal to the Contractor's percentage rate for PDS.***

3.9.4. The payable TFMS Fee will be calculated by multiplying the percentage rate for TFMS by the aggregate of final Allowable Costs for each TFMS Work Authorization completed by the Contractor.

#### **4. TP4 Contractor Incentive Program**

- 4.1. Contractor Incentive Program discretionary payments may be made to the Contractor's in recognition of significant contribution to the achievement of outstanding results in the pursuit of Government of Canada targets and priorities or the discharge by Canada of its mandate. The targets for the Contractor Incentive Program are established by Canada, at Canada's sole discretion, and must be authorized by both the Technical and Contracting Authorities in advance.
- 4.2. The total of all Incentive Program payments will be no greater than 10% of the total of all Fees paid in all fiscal years.

#### **5. TP5 Payment**

##### **5.1. General**

5.1.1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless the following conditions have been met:

5.1.1.1. An invoice for payment in approved format and with supporting information and any documents required by the Contract have been submitted to the Technical Authority;

5.1.1.2. All such documents have been accepted by the Technical Authority;

5.1.1.3. With respect to all parts of the Work for which payment is claimed:

5.1.1.3.1. the Contractor has demonstrated that the Costs and Fees are related to the performance of the Contract;

5.1.1.3.2. the Contractor has demonstrated that the Costs are reasonable;

5.1.1.3.3. the Contractor, where required to do so, establishes to the satisfaction of the Technical Authority that such parts of the Work are free from all claims, liens, attachments, charges or encumbrances;

5.1.1.4. The Costs have been authorized by the Technical Authority, through the Work Authorization Process;

5.1.1.5. In the case of payment for finished Work, the finished Work has been completed in accordance with the Contract to the satisfaction of the Technical Authority; and

5.1.1.6. In the case of Performance Fees and a Contractor Incentive Program payment, these have been approved by Canada.

##### **5.2. Payment Process**

**5.2.1.** Prior to performance of Work the Contractor shall submit estimates of Costs and Fees for Work to be performed, to the Technical Authority for approval.

**5.2.2.** The Technical Authority, through the Work Authorization process, shall authorize an upset limit for Work to be performed.

**5.2.3.** Payment will be made monthly based on the estimates of Costs and Fees provided by the Contractor and the funding allocated through Work Authorizations.

**5.2.4. Notwithstanding sections 5.2.3 and 5.2.4 the milestone payment schedule for Acceptance Review period will be based on the following:**

**5.2.4.1.** 50% of Allowable Costs will be paid on a monthly basis with the other 50% withheld.

**5.2.4.2.** The portion withheld will be paid pursuant to the next monthly invoice after the achievement of milestones as identified in Acceptance Review Milestones\*. ***\*to be provided at time of solicitation.***

**5.2.5.** Monthly Payments will be made to the Contractor based on the status of Work performed to date and milestone payment schedules as approved by the Technical Authority.

**5.2.6.** Monthly payments must not be construed as evidence that costs have been accepted or that work, material or any part thereof is completed, or is in accordance with the Contract

**5.2.7.** Invoices for payment must be made in accordance with section TP6 Invoicing.

**5.2.8.** The Technical Authority will review the invoice and supporting information and will determine the amount that, in the opinion of Canada, is deemed payable.

**5.2.9.** The Technical Authority shall notify the Contractor of any inadequacy of the invoice for payment or of the supporting documentation, within fifteen days of receipt of said invoice for payment or supporting documentation and where any such notice is given within that period, the date for payment of the amount claimed to cover the item in dispute shall be set aside until the Contractor remedies the inadequacy to the satisfaction of the Technical Authority.

**5.2.10.** Where a delay, in accordance with GC09 - Excusable Delay, has occurred, the Technical Authority, at the Technical Authority's discretion, may withhold all or a portion of any payment due to the Contractor until a "resolution" plan approved by the Technical Authority has been implemented in accordance with that Section. Interest on overdue accounts, in accordance with GC16, shall not apply to any amount withheld under this section.

**5.2.11.** The amount payable is subject to a Performance Holdback as described in section 5.3 Performance Fee Payment.

**5.2.12.** Provided that the Contractor has complied with all terms and conditions, payments will be made within 30 calendar days of receipt of the invoice.

**5.2.13.** Milestone payment schedules will be updated as required to align with revised estimates of Costs and Fees. Subsequent monthly payment amounts will be adjusted accordingly to ensure that the amount of any previous excess payment is promptly recovered by Canada.

**5.2.14.** After each Fiscal Year the amount payable will be determined based on the actual Allowable Costs demonstrated as having been incurred and paid, and the Fees earned, as described in

section 6.3. Any payments made by Canada in excess of the amount payable will become due and payable to Canada at Invoice #/C.

### **5.3. Performance Holdback**

- 5.3.1. While the Contractor's Fees are to be shown for the full amount on invoices, they are payable at 75%. The remaining 25% of the Fees is the Performance Holdback amount. This amount is payable at the end of the fiscal year subject to the Contractor's performance during the fiscal year as reflected in Key Performance Indicator (KPI) scores.
- 5.3.2. The total Performance Holdback of 25% is allocated as 10% to the contract level and 15% to the portfolios making up the contract. Individual portfolio Performance Holdback amounts are developed by apportioning the 15% portfolio level fee to each portfolio, based on the ratio of each portfolio's expenditures to the total contract expenditures. Each portfolio Performance Holdback amount is payable to the Contractor provided the Contractor meets the baseline targets for each of the four KPIs associated with that portfolio. The contract level Performance Holdback amount of 10% is payable to the Contractor provided the Contractor has acquired the portfolio Performance Holdback amount for all of the portfolios in the contract.

## **6. TP6 Invoicing**

- 6.1.1. The Contractor shall submit an invoice for payment to the Technical Authority in accordance with the instructions herein.
- 6.1.2. For Work completed pursuant to Work Authorizations issued by a Tenant, the Contractor shall submit an invoice for payment directly to the Tenant.
- 6.1.3. The entire Management Fee shall be included on the invoices described below. No Management Fee should be included on invoices for payment issued directly to Tenants.
- 6.1.4. Except as stipulated in section 6.1.3, each invoice shall show, for each amount claimed, a breakdown including:
- 6.1.4.1. Allowable Costs;
  - 6.1.4.2. Applicable Fees;
  - 6.1.4.3. Taxes; and,
  - 6.1.4.4. Any detail requested by the Technical Authority.
- 6.1.5. The Contractor shall submit separate Invoices #/A, #/B and #/C for each portfolio or as directed by the Technical Authority.
- 6.1.6. On the 5th day of each month, the Contractor shall submit an invoice for payment to the Technical Authority, identified as Invoice #/A. Each Invoice #/A shall include the following amounts:
- 6.1.6.1. The amount invoiced for Management Services for that month;
  - 6.1.6.2. The amount invoiced for Lease Administration Services for that month;
  - 6.1.6.3. The amounts invoiced for Project Delivery Services for each project category for the previous month;
  - 6.1.6.4. The amount invoiced for each Optional Service for the previous month.



- 6.1.6.5. Any update to amounts invoiced, for each service, in previous months of the current fiscal year.
- 6.1.7. On April 1st of each year, the Contractor shall submit an invoice for payment to the Technical Authority, identified as Invoice #/B. Invoice #B shall include the following amounts:
- 6.1.7.1. any update to the amount invoiced for Management Services to March 31 of the previous Fiscal Year;
- 6.1.7.2. any update to the amount invoiced for Lease Administration Services to March 31 of the previous Fiscal Year;
- 6.1.7.3. The amount invoiced for Project Delivery Services for each project category to March 31st of the previous Fiscal Year;
- 6.1.7.4. The amount invoiced for each Optional Service to March 31st of the previous Fiscal Year.
- 6.1.8. On September 30 of each year and after acceptance of the Cost Statement pursuant to section 6.3 Contractor's Audited Cost Statement, the Contractor shall submit an invoice for payment to the Technical Authority, identified as Invoice #/C. Invoice #/C shall indicate the actual and final Allowable Costs, and all applicable Fees for all services for the previous Fiscal Year. The Contractor shall remit to PWGSC any credit amount due with Invoice #/C. There shall be no further invoices other than for Performance Holdback and Contractor Incentive Program payments after this date.
- 6.1.9. On October 31 of each year and after acceptance of Invoice #/C, the Contractor shall submit an invoice for payment for the Performance Holdback portion of the Fees and for any approved Contractor Incentive Program discretionary payment for the previous fiscal year.

## 6.2. Supporting Information

- 6.2.1. Together with each invoice the Contractor must, upon request, provide supporting information satisfactory to Canada including but not limited to the following:

Allowable Cost	Information Required
Direct Labour Costs	Approved Human Resource Plan For each employee: name, position title and description with reference to SOW, estimated/actual* Direct Labour Cost, timesheets, pay registers, pay cheques, etcetera.
Direct Subcontract Costs	Subcontractor name, subcontract title and description, copy of subcontract, subcontractor's invoices, payment receipts, cancelled cheques etcetera.
Direct Material Costs	Inventory list of material purchased, supplier name, description of material, contract or purchase order, supplier's invoices, payment receipts, cancelled cheques, etcetera.
Equipment Costs	Inventory of equipment purchased, leased or rented, supplier name, description of material, contract or purchase order, supplier's invoices, payment receipts, cancelled cheques etcetera.
Travel and Living Costs	Name of traveler, description of travel, proof of approval of travel, travel invoices and payment receipts, etcetera.
<u>Building License, Certificate, Permit and</u>	Copy of Building License, building certificate or building permit, invoices, payment receipts etcetera.



<u>Software License</u> <u>Costs</u>	
Utility Costs	Utility invoices and payment receipts.

\*Actual when available and no later than at Invoice #/C.

### 6.3. Contractor's Audited Cost Statement

- 6.3.1. Each year by October 31, the Contractor shall prepare and submit an Audit Terms of Reference for approval by the Technical Authority and the Contracting Authority.
- 6.3.2. The Audit Terms of Reference will detail the methodology and procedure to be used to audit the Costs and Fees pursuant to the Contract in a given Fiscal Year. The Audit Terms of Reference shall include a Cost Statement template that shows the level of detail and format to be used to demonstrate the Allowable Costs, and the Fees payable, as set out in the Basis of Payment. The Cost Statement template shall contain a breakdown for each service.
- 6.3.3. For each completed Fiscal Year, the Contractor shall cause to have an audit performed, by a third party auditor acceptable to Canada, in accordance with the approved Audit Terms of Reference.
- 6.3.4. No later than August 31st of each year, the Contractor shall submit the Audited Cost Statement using the approved template, for the Fiscal Year ending March 31st.
- 6.3.5. The Audited Cost Statement shall include:
- 6.3.5.1. the auditor's opinion as to if the Costs and Fees are payable under the Contract;
  - 6.3.5.2. the auditor's opinion on the reasonableness of the Costs;
  - 6.3.5.3. the audit findings and its adjustments;
  - 6.3.5.4. the auditor's comments on the adequacy of the Contractor's financial systems; controls, and supporting information;
  - 6.3.5.5. the Statement of the Allowable Costs, and the Fees Payable per the Basis of Payment; and
  - 6.3.5.6. other inclusions requested by PWGSC.
- 6.3.6. The Audited Cost Statement shall be signed and certified by a third party auditor and by the Contractor's Senior Financial Officer in accordance with the Costs Statement Certifications in Annex XX. \*To be
- 6.3.7. The Audited Cost Statement will support the identification of amounts payable to the Contractor or any credit amount payable to PWGSC at Invoice #/C.
- 6.3.8. Supporting information for each Cost shall be available and shall be in sufficient detail that an audit by Canada can be carried out before or after acceptance of the Audited Cost Statement. PWGSC reserves the right to reject the Cost Statement or to recover excess amounts paid based on its own audited findings.

## WORK AUTHORIZATION PROCESS (WAP)

WAP01	Work Authorizations
WAP02	Delivery, inspection and acceptance
WAP03	Work Authorization Process
WAP04	Work Authorization Approval
WAP05	Periodic Usage Reports - Contracts with Work Authorizations
WAP06	Reporting Requirement- Details
WAP07	Limitation of Expenditure - Cumulative Total of all Work Authorizations
WAP08	Emergency Delivery of Services
WAP09	Work Authorization Form

### WA01 WORK AUTHORIZATIONS

1. A contract with Work Authorizations (WAs) is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Work Authorizations.
2. A Work Authorization is a structured administrative tool enabling Canada, to authorize work, by a contractor on an "as and when requested" basis in accordance with the conditions of the contract.
3. A Work Authorization will be necessary for all Work to be done under this Contract in accordance with the process detailed herein. The Contractor will not commence work until an approved Work Authorization has been received from the Technical Authority. The Contractor acknowledges that any and all Work performed in the absence of the above approved Work Authorization will be done at the Contractor's own risk, and that Canada will not be liable for payment therefore, unless or until an approved Work Authorization is provided by the Technical Authority.
4. The Contractor agrees to provide to the Technical Authority, upon request, any information and estimates that may be required to prepare the Work Authorization.
5. As it is understood and agreed by the Contractor that the Work to be provided under a Work Authorization is:
  - a. an obligation that will come into force only when there is a Work Authorization issued by the Technical Authority and only to the extent designated in the Work Authorization; and
  - b. any and all authorized Work Authorizations will incorporate all the articles, terms and conditions contained or referenced in the Contract.
6. Services to be provided will be described in the approved Work Authorization Form.
7. Designated Tenant Authorities may issue Work Authorizations directly to the Contractor in accordance with the terms of the Contract. The Designated Tenant Authority shall follow the same process and shall assume the role of the Technical Authority as described herein.
8. The Technical Authority will complete the Work Authorization with a statement of the proposed Work. This statement of proposed Work will contain the following information for the Work period:
  - a. the details of the Work to be performed within the scope of the Work Authorization;
  - b. a description of deliverables and reports to be submitted;
  - c. a schedule indicating completion dates for major work activities and/or submission dates for deliverables and reports; and,
  - d. an estimate of the number of person-days level of effort identifying the resource category as applicable.
9. A Work Authorization will use the basis of payment described in Terms of Payment (TP).
10. The Contracting Authority may terminate all or any part of an authorized Work Authorization for the convenience of the Canada on two days written notice to the Contractor. In the event of such termination, the Contractor agrees that

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it will be entitled to be compensated only for Work performed and accepted up to the effective date of such termination.

11. The Contracting Authority may terminate all or any part of an authorized Work Authorization due to the default of the Contractor at any time on one business day's written notice to the Contractor. In the event of such termination, the Contractor and Canada agree that the rights and obligations of the Contractor and of Canada will be governed by the provisions of GC28, Default by the Contractor, of the General Conditions.

## **WA02 DELIVERY, INSPECTION AND ACCEPTANCE**

In addition to the General Conditions:

- a. All Work done and documents/data delivered as a result of this Contract, will be evaluated by the Technical Authority to determine whether or not it meets the requirements defined in the Contract.
- b. On the acceptance of the deliverables by the Technical Authority, such certification will be the basis on which the Technical Authority will recommend payment.
- c. The Designated Tenant Authority authorized to issue Work using a Work Authorization Form to the Contractor is responsible for authorizing and issuing Work Authorizations in accordance with the process detailed in the contract.

## **WA03 WORK AUTHORIZATION PROCESS**

1. The Technical Authority will provide the Contractor with a description of the Work using the Work Authorization Form specified in WA09.
2. The Work Authorization (WA) will contain the details of:
  - a. the Work to be performed,
  - b. a description of the deliverables,
  - c. a schedule indicating completion dates for the major Work or submission dates for the deliverables, and
  - d. the Work Authorization will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 10 calendar days of its receipt, or as otherwise directed by the Technical Authority, the proposed total estimated cost for performing the Work 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 Work Authorization authorized by the designated authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Work Authorization has been received will be done at the Contractor's own risk and expense.
5. Unless otherwise stipulated in the Contract or directed by the Technical Authority, the Contractor shall provide an estimate of final costs of completing the Work of each Work Authorization, within 10 calendar days after completing the authorized Work.

## **WA04 WORK AUTHORIZATION APPROVAL**

The Work Authorization Approval Authority will approve the WA based on:

- a. the Work Authorization submitted to the Contractor;
- b. the Contractor's estimates and supporting information where requested;
- c. the Technical Authority's approval of a limit of expenditure;
- d. the stipulated WA basis of payment;
- e. the stipulated WA method of payment; and

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f. the stipulated schedule of milestones.

#### **WA05 PERIODIC USAGE REPORTS - CONTRACTS WITH WORK AUTHORIZATIONS**

1. The Contractor must compile and maintain records on its provision of services to the Canada under authorized Work Authorizations issued under the Contract.
2. The Contractor must provide this data in a Periodic Usage Report in accordance with the reporting requirements as described by the Technical Authority and Contracting Authority. 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.
3. The data must be submitted on a quarterly basis to the Technical Authority and Contracting Authority.
4. The quarterly reporting 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.
5. The data must be submitted to the Technical Authority and the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### **WA06 REPORTING REQUIREMENT- DETAILS**

The Periodic Usage Reports described above must contain, as a minimum, the following information for each Work Authorization:

- a. Work Authorization number or Work Authorization Revision number(s);
- b. The title and description of the Work authorized;
- c. the authorized limit of expenditure, GST or HST extra;
- d. the total amount expended to date; GST or HST extra
- e. the start and completion date;
- f. the completion status; and
- g. the name of the authorizing organization and individual.

#### **WA07 LIMITATION OF EXPENDITURE - CUMULATIVE TOTAL OF ALL WORK AUTHORIZATIONS**

1. Canada's total liability to the Contractor under the Contract for all Work Authorizations (WAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 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 Work Authorizations, 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.

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#### **WA08 EMERGENCY DELIVERY OF SERVICES**

1. The parties acknowledge that throughout the term of the Contract, situations may arise that necessitate emergency response and unplanned actions which may give rise to an Amendment.
2. The Contractor acknowledges the importance of maintaining the assets in an operational state and agrees to establish emergency plans as set out in the Statement of Work to address such situations.
3. Costs and fees associated with performing the necessary or unplanned Work during emergency situations will be paid by the Crown on the basis of actual Allowable Costs incurred, subject to full audit, and the applicable Fees as set out in the Terms of Payment (TP).

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**WA09 WORK AUTHORIZATION FORM**

Contract Number - Numéro du contrat	Project Number - Numéro de projet <a href="#">N/A</a>
Contractor's Name and Address - Nom et adresse de l'entrepreneur	Work Authorization (WA) No. - N° de l'autorisation de travail (AT) <a href="#">PMS1</a>
	Title - Titre <a href="#">Portfolio Management Plan - Funding</a>
	Total Estimated Cost of Work (GST/HST extra) Coût total estimatif de travail (TPS/TVH en sus) \$
Security Requirements: This work includes security requirements Exigences relatives à la sécurité : Ce travail comprend des exigences relatives à la sécurité  <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Qui    If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ►	

**Start of the Work for a WA : Work cannot commence until a WA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

**1. Required Work: - Travaux requis :**

A. Description of the Work required - Description des travaux requis <a href="#">Property Management Services and Related Services</a>				<input type="checkbox"/> See Attached - Ci-joint
B. Date of Work – Date de travail				<input type="checkbox"/> See Attached - Ci-joint
Start Date Date de début	<a href="#">April 1 20XX</a>	Completion Date Date d'achèvement	<a href="#">March 31 20XY</a>	Revised Completion Date Date d'achèvement révisée
C. Basis of Payment - Base de paiement <a href="#">Per contract – Allowable Costs and Monthly Management Fee</a>				<input type="checkbox"/> See Attached - Ci-joint
D. Invoicing Instructions – Instructions relatives à la facturation				<input type="checkbox"/> See Attached - Ci-joint
<input type="checkbox"/> Tenant Direct Directement avec le locataire <input type="checkbox"/> Monthly PWGSC Invoice Facture mensuelle, TPSGC				
E. Method of Payment - Méthode de paiement				<input type="checkbox"/> See Attached - Ci-joint
F. Service Required (Check one) - Service requis (cocher une case)				
<input type="checkbox"/> PMS pursuant to PMP SGI suivant _____ <input type="checkbox"/> PDS for PWGSC SRP pour TPSGC <input type="checkbox"/> Tenant Direct Directement avec le locataire				
<input type="checkbox"/> PMS for Tenant SGI pour locataire <input type="checkbox"/> PDS for Tenant SRP pour locataire <input type="checkbox"/> Optional Service Service optionnel				

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Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

**2. Estimate: - Devis :**

Purpose (Check one) – Objectif (cocher une case)

☐ Estimate for Funding Request –  
Devis ; pour demande de financement☐ Revised Estimate – Devis révisé☐ Final Estimate – Devis finale

Type of WA (Check one) – Type d'AT (cocher une case)

☐ IS - SGI☐ MP Projects – Projets PGI☐ Individual Project – Projet individuel

\*BCAQ = Building Classification of Accounts Qualifier

\*QCOC = Qualificateur pour la classification opérationnelle des comptes

**Allowable Costs – Coûts admissibles****Labour**

BCAQ QCOC	Position Title Titre du poste	Individual's Name Nom de l'individu	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
<b>Totals - Totaux</b>						

**Subcontracts****Sous-  
traitances**

BCAQ QCOC	Description	Contractor's Name Nom de l'entrepreneur	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
<b>Totals - Totaux</b>						

**Materials****Matériaux**

BCAQ QCOC	Description	Supplier Fournisseur	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
<b>Totals - Totaux</b>						

**Equipment****Équipement**

BCAQ QCOC	Description	Supplier Fournisseur	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
<b>Totals - Totaux</b>						

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

**Travel and  
Living  
Déplacement  
et  
subsistance**

BCAQ QCOC	Description	Individual's name Nom de l'individu	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
	<b>Totals - Totaux</b>					

**Other  
Autre**

BCAQ QCOC	Description	Individual's name Nom de l'individu	Rate Taux	Estimated \$ \$ estimé	Revised Estimated \$ \$ estimé révisé	Final Estimated \$ \$ estimé finale
	<b>Totals - Totaux</b>					

<b>Totals for Authorization Totaux pour autorisation</b>			
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**3. Authorization(s) - Autorisation(s)**

By signing this WA, the authorized TA certify that the content of this WA is in accordance with the conditions of the contract.

En signant cette AT, le TA autorisée certifie que le contenu de cette AT est en conformité avec les conditions du contrat.

The TA's authorization limit is identified in the contract. When the value of a WA and its revisions is in excess of this limit, the WA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation de l'Autorité technique est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized dept./organization - Nom et titre du dépt./organisation autorisée

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of PWGSC Technical Authority or designated tenant authority -  
Nom de l'autorité technique, TPSGC ou autorité du locataire désignée

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**4. Contractor's Signature - Signature de l'entrepreneur**



Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

\_\_\_\_\_  
Name and title of individual authorized to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 5. Satisfaction

\_\_\_\_\_  
Name and title of authorized dept./organization and/or  
Name of PWGSC Technical Authority or designated tenant authority  
Nom et titre du dépt./organisation autorisée et/ou  
Nom de l'autorité technique, TPSGC ou autorité du locataire désignée

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Statement of Work  
For  
Real Property Services

Public Works and Government  
Services Canada  
(PWGSC)

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# **1 Introduction**

## **1.1 Purpose and Scope**

1.1.1 Real Property Branch's (RPB's) purpose in contracting for the services set out in the Statement of Work (SOW) is to support the attainment of PWGSC's strategic objectives by engaging the contractor to:

- a) provide responsive real property services in a manner that:
  - i. enables PWGSC and other federal Custodians to focus resources on service administration and Tenant relationships, and
  - ii. maximizes the benefits from the contractor's service delivery expertise;
- b) manage risk effectively, including ensuring due diligence and compliance with applicable legislation and policy;
- c) improve the financial, social, functional and environmental sustainability of government accommodations; and
- d) demonstrate, on an ongoing basis, that it is ensuring best value in the services it provides and receives, considering cost, quality, competition and transparency.

1.1.2 The scope of the work includes the provision of management services, services to establish third-party leases, lease administration services, project delivery services, and, if Canada exercises its option, the provision of optional services, for the buildings included in the Contract Inventory.

1.1.3 The majority of assets consists of general purpose office space under the custodianship of PWGSC which accommodate various government departments and agencies. The Contract Inventory also includes assets under the Custodianship of Other Government Departments (OGDs), which are collectively referred to as OGD Custodians.

1.1.4 Buildings are typically stand-alone, however there are multi-building sites, some of which include facilities that provide common services to other buildings. Building requirements vary according to their functional use and the needs of Tenants, and are grouped into Asset Classes. In addition to buildings, other assets, such as parking lots, monuments, gravesites, and undeveloped land are included.

## **1.2 The Contractor Is Totally Responsible for Service Delivery**

1.2.1 The contractor is totally responsible for delivering the services within the funding allocated through the Work Authorization process, and for acting independently and making decisions required to achieve acceptable performance.

1.2.2 The contractor is responsible for its Service Delivery Regime (SDR), including the programs, quality management and other systems, processes, procedures and performance management capabilities needed to fulfill the Contract requirements.

1.2.3 The contractor is accountable to the TA for the delivery of services, and is required to report and be answerable to the TA for the performance and consequences of the services provided.

1.2.4 The contractor must obtain written acceptance from the TA for deliverables and must respond to requests from the TA.



1.2.5 The contractor is required to collaborate with third parties engaged by Canada, and as requested, to support oversight of activities undertaken by third parties.

### **1.3 PWGSC Strategic Objectives**

1.3.1 PWGSC is committed to responsible stewardship of government buildings, including:

- a) providing workplaces that are safe, healthy, secure and affordable, contributing to the productivity of government Tenants and their programs;
- b) maintaining a high level of Custodian, Tenant and Occupant satisfaction based on timely delivery of integrated and customized services; and
- c) ensuring that buildings are managed effectively in a manner that is financially, socially, functionally and environmentally sustainable.

1.3.2 PWGSC's approach to sustainability includes planning, implementing and monitoring improvements to its assets and operations considering their overall lifecycle, while ensuring compliance with applicable environmental legislation. This approach aims to balance consideration of financial, social, functional, and environmental factors in:

- a) implementing national, regional and community-based investment strategies, consistent with direction set out in Asset Management Plans (AMPs);
- b) making financially sound and affordable investments; and
- c) reducing the environmental impact of its assets and operations and meeting Custodian Sustainable Development Strategy (SDS) targets and other environmental targets.

## 1.4 Definitions

*Asset Class* – building and other asset designation for which service levels, processes and other requirements vary as set out in the Building Management Plan (BMP), based on the nature and purpose of the asset, its criticality, its location and the Custodian’s requirements. Examples include:

- a) general purpose office buildings;
- b) enforcement and detachment buildings;
- c) laboratories and non-office research facilities;
- d) special purpose facilities and structures, including:
  - i. facilities that serve multi-building sites, such as Central Heating and Cooling Plants (CHCPs), distribution networks and other associated infrastructure,
  - ii. monuments and gravesites,
  - iii. warehouses and hangars,
  - iv. workshops,
  - v. utility tunnels,
  - vi. storage buildings;
- e) housing;
- f) managed land; and
- g) parking and roads.

*Best Value* – best value to Canada, as determined through:

- a) optimal utilization of allocated labour, financial and other resources in the delivery of services and solutions;
- b) consideration of sustainability, based on a long-term view of the costs and benefits of available options; and
- c) consideration of cost, quality, competition and transparency in the provision of services, solutions and material.

*Business Day* – weekdays, excluding statutory holidays as set out in applicable legislation.

*Custodian* – Federal Minister assigned responsibility for administration of real property under the *Federal Real Property and Federal Immovables Act*.

*Constructor* – the Constructor, Prime Contractor, Principal Contractor or Contractor, as the prime accountable authority for health and safety and Occupational Health and Safety (OHS), in relation to construction, as defined in provincial and territorial jurisdictions and their applicable legislation.

*Including* –where “including” is used preceding a list, the list is non-exclusive.

*Occupants* – people present in a federal building, whether leased or owned, under the authority of Tenants.

*Occupational Health and Safety Control Authority* – the authority accountable for OHS, in relation to management services and ongoing base building operations.

*Occupancy Instrument (OI)* – the formal agreement for the occupancy of space between PWGSC and Tenants, and similar agreements between OGD Custodians and Tenants setting out services to be provided to Tenants.

*Portfolio* – groupings of buildings and other assets organized in various ways for management purposes, including by Custodian, by geography and by Asset Class.

*Registrar* – a third party, in the context of ISO 9001:2008, accredited by the Standards Council of Canada or the Registrar Accreditation Board, responsible for assessing the conformance of the contractor’s quality management system to that standard, and for granting its certification, and subjecting it to a program of annual surveillance visits and a three-yearly re-certification audit.

*Tenant* – a federal Department whose Occupants are present in buildings, subject to the provisions of OIs, leases or other agreements.

*Quality Monitoring* – the quality-related role played by the TA, including verification of the contractor’s performance and deliverables, and oversight of its Quality Management System (QMS) outputs, as part of its service administration activities.

*Section* – section or sub-section of the SOW.

*Transitions* – groupings of activities involved in initiating and terminating the provision of services at the beginning and end of the Contract Period, and accommodating changes, such as additions and removals of assets during the Contract Period, which are referred to as *In-Contract Transitions*.

*Transition-In Period* – the period between Contract Award and the Contract Operational Start Date which provides for ongoing operations by the contractor.

*Transition-Out Period* – the period between the Operational Completion Date and the Contract End Date.

*Workplace* – the workplace as defined in the Canada Labour Code (CLC) Part II.

## **1.5 Acronyms**

AMP – Asset Management Plan  
BCR – Building Condition Report  
BIM – Building Information Modeling  
BMP – Building Management Plan  
BOMA – Building Owners and Managers Association  
BPR – Building Performance Review  
CADD – Computer Aided Design and Drafting  
CEAA 2012 – Canadian Environmental Assessment Act  
CHCP – Central Heating and Cooling Plant  
CLC – Canada Labour Code  
CMMS – Computerized Maintenance Management System  
CSA – Canadian Standards Association  
DDR – Due Diligence Review  
DID – Deliverable Item Description  
DSO – Departmental Security Officer  
ECMP – Environmental Compliance Monitoring Program  
EMS – Environmental Management System  
EnMS – Energy Management System  
FCI – Facility Condition Index  
FHBRO – Federal Heritage Buildings Review Office  
GFA – Government Furnished Accommodation  
GFE – Government Furnished Equipment  
GFI – Government Furnished Information  
HVAC – Heating, Ventilation and Air Conditioning  
HR – Human Resources  
IAR – Investment and Analysis Report  
IFMA – International Facility Management Association  
KPI – Key Performance Indicator  
LEED – Leadership in Energy and Environmental Design  
m and m<sup>2</sup> – metre and square meter  
Managed Secure File Transfer (MSFT)  
NCA – National Capital Area  
NCC – National Capital Commission  
NJC – National Joint Council  
NSCC – National Service Call Centre  
OGD – Other Government Department  
OHS – Occupational Health and Safety  
OI – Occupancy Instrument  
O&M – Operations and Maintenance  
OMP – Optimized Maintenance Program  
O&U – O&M and Utilities  
OSCRE – Open Standards Consortium for Real Estate  
PCRA – Project Complexity and Risk Assessment  
PMBOK – Project Management Body of Knowledge  
PDF – ISO 32000 Portable Document Format

PI – Performance Indicator  
PILT – Payments In Lieu of Taxes  
PMI – Project Management Institute  
PDR – Project Delivery Regime  
PMR – Performance Measurement Regime  
POP – Program of Projects  
PWGSC – Public Works and Government Services Canada  
QMS – Quality Management System  
RPB – Real Property Branch  
RCMP – Royal Canadian Mounted Police  
SDR – Service Delivery Regime  
SDRL – Statement of Work (SOW) Deliverable Requirements List  
SDRS –SDR Specification  
SDS – Sustainable Development Strategy  
SME – Small and Medium Enterprise  
SOP – Standard Operating Procedures  
SOR – Statement of Requirement  
SOW – Statement of Work  
SRCL – Security Requirements Checklist  
TA – Technical Authority  
TB – Treasury Board  
WHMIS – Workplace Hazardous Materials Information System  
WMS – Work Management System

## **2 Manage the Contract Initiation Period**

### **2.1 General**

2.1.1 Undertake work associated with the Contract Initiation Period in accordance with Work Authorizations.

2.1.2 Collaborate with the TA during the Contract Initiation Period, to ensure a smooth and orderly transition to management by the contractor.

2.1.3 Designate a manager as a point of contact for the TA to coordinate activities during the Contract Initiation Period.

2.1.4 Submit a Contract Transition Plan for acceptance, within 30 days following Contract Award, in accordance with the SOW Deliverable Requirements List (SDRL) section, setting out how transition activities will be delivered, key contacts, and the associated schedule, milestones, resource requirements and costs.

2.1.5 Submit other contract transition deliverables in accordance with the SDRL, including:

- a) a Transition Communications Plan;
- b) a Contract Initiation Contact Information List; and
- c) an Initial Labour resource Plan.

### **2.2 Obtain Acceptance of the Service Delivery Regime**

#### **2.2.1 Scope of the Service Delivery Regime**

2.2.1.1 The scope of the SDR covers the processes and procedures associated with the provision of each of the services set out in the SOW, and the establishment of capabilities to support the delivery of those services, including the:

- a) QMS;
- b) Performance Measurement Regime (PMR);
- c) Tenant Relationship Management Program, including its subordinate Tenant Communications Program;
- d) Occupational Health and Safety (OHS) Programs;
- e) Sustainability Program including its subordinate Energy Management System (EnMS), and Optimized Maintenance Program (OMP);
- f) Environmental Management System (EMS);
- g) Heritage Conservation Program;
- h) Harmonized Management Systems Strategy;
- i) Information Management Methodology;
- j) Works Management System (WMS);
- k) Commissioning Oversight Program; and
- l) Project Delivery Regime (PDR).

#### **2.2.2 Service Delivery Regime Acceptance Process**

2.2.2.1 Establish an SDR that meets the requirements of the SOW:

- a) use existing contractor approaches, capabilities, processes, documentation and the content provided in the contractor's Proposal as the basis for developing the SDR;
- b) elaborate and adjust these as required;
- c) present and otherwise expose the proposed SDR to Canada in progressively increasing detail, through a series of acceptance reviews;
- d) undertake further adjustments and refinements to address issues and concerns leading to acceptance of the contractor's SDR; and
- e) document the SDR as an SDR Specification (SDRS) in accordance with Deliverable Item Description (DID) CI-1.

## 2.2.3 Conduct Service Delivery Regime Acceptance Reviews

### 2.2.3.1 General

#### 2.2.3.1.1 Conduct activities leading to acceptance of the SDR:

- a) describe the key roles within the contractor's organization, including the names of key personnel and other key resources under the contractor's authority;
- b) participate in SDR Acceptance Review meetings forming part of the Contract Initiation effort and manage the overall acceptance review process, providing demonstrations and documentation samples, additional information and explanation, and addressing issues and concerns by Canada, to obtain acceptance of the contractor's proposed SDR; and
- c) provide a phased submission of descriptions of programs, systems, processes, procedures and information templates and other collateral as required, sufficient to guide how services will be delivered, their performance measured and their quality assured.

2.2.3.1.2 The SDR Acceptance Review process will be complemented by a Comprehensive Audit at a designated milestone referred to as the Readiness Checkpoint, subsequent to registration and certification of the QMS and EMS.

### 2.2.3.2 Plan and Administer SDR Acceptance Reviews

2.2.3.2.1 Plan and administer SDR Acceptance Reviews, to be held at PWGSC facilities in the National Capital Area (NCA) covering the scope of the management services, services to establish third-party leases, lease administration services and project delivery services.

2.2.3.2.2 Plan each review session to be approximately two weeks in duration, unless otherwise requested, as follows:

- a) a Preliminary SDR Acceptance Review, to be held no later than four months before the Operational Start Date, providing:
  - i. an overview of the proposed processes and procedures associated with each service set out in the SOW, in the form of presentations and high-level process maps, and
  - ii. a description and status of the contractor's capabilities that will support the delivery of those services, a preliminary gap analysis in relation to the requirements of the SOW and a plan for closing the gap for the scope of the SDR;
- b) an Intermediate SDR Acceptance Review, to be held no later than three months before the Operational Start Date, providing:
  - i. initial draft documentation covering the processes and procedures associated with each of services set out in the SOW,
  - ii. follow-up and responses to feedback provided by Canada arising from the Preliminary SDR Acceptance Review, and

- iii. an update on the status of the contractor's capabilities that will support the delivery of those services, and efforts to address gaps and issues;
- c) a Critical Acceptance Review, to be held no later than one month before the Operational Start Date, covering operationally critical processes and capabilities that must be in place by the Operational Start Date, with a detailed plan and commitment, leading to acceptance of the following by the Operational Start Date:
  - o operational and maintenance processes,
  - o quality management processes,
  - o the PMR,
  - o the OHS Programs,
  - o the EMS, and
  - o the Works Management System; and
- d) a Final SDR Acceptance Review, to be held no later than 11 months after Contract Award covering the scope of the SDR, with a detailed plan and commitment, leading to acceptance within one year of the date of Contract Award, of the contractor's processes and procedures associated with each of the services set out in the SOW, and the capabilities that will support the delivery of those services.

2.2.3.2.3 Submit a plan for the SDR Acceptance Reviews within three weeks after Contract Award, setting out the proposed approach, schedule with proposed milestones and deliverables, including:

- a) timing of advance submission of deliverables to be reviewed;
- b) provisions for simultaneous translation;
- c) draft agendas; and
- d) proposed turnaround times for contractor follow-up and response to issues raised.

2.2.3.2.4 Provide an advance sample of information, within two weeks after Contract Award, in the form of a description of a program, a system, processes, procedures and information templates, demonstrations and sample documentation applicable to a selected property management service, to be used by Canada to provide feedback as to the adequacy of the information that the contractor proposes to submit at the Preliminary SDR Acceptance Review.

2.2.3.2.5 Undertake corrective actions required as a result of each SDR Acceptance Review, and adjust and elaborate the SDRS to obtain written acceptance of it prior to the Operational Start Date or as otherwise mutually agreed, for each proposed service delivery component.

2.2.3.2.6 Ensure the acceptability of each SDR service component by demonstrating that its specifications:

- are appropriate, clearly articulated and reflect an understanding of Custodian, Tenant and Occupant needs;
- are consistent with and traceable to the contractor's proposal;
- provide for services that will comply with the requirements set out in the SOW, including:
  - o applicable policy and standards,
  - o demonstration of due diligence regarding compliance with applicable legislation, and
  - o reflect good industry practice, considering unique-to-government requirements; and
- will result in services that provide best value.



## 2.3 Establish the Service Delivery Regime

### 2.3.1 Establish Service Delivery Processes and Procedures

2.3.1.1 Establish the processes, procedures, documentation, tools and training required to provide the management services, services to establish third-party leases, lease administration services and project delivery services.

### 2.3.2 Establish a Quality Management System

2.3.2.1 Establish a QMS that meets the needs of the services and requirements set out in the SOW.

2.3.2.2 Base the QMS on sound management practices, providing the contractor's resources and stakeholders with a thorough understanding of how its business is conducted.

2.3.2.3 Demonstrate a commitment to quality that fosters continual improvement, customer satisfaction, mutual trust, cooperation and accountability.

2.3.2.4 Ensure that the QMS is capable of providing objective evidence of performance.

### 2.3.3 Establish a Performance Measurement Regime

2.3.3.1 Establish a PMR that meets the needs of the services and requirements set out in the SOW.

2.3.3.2 Use data and information that will enable the contractor and Canada to assess performance.

2.3.3.3 Ensure that the PMR is:

- a) *results-oriented*, focusing on outputs and outcomes;
- b) *reliable*, producing data and information that are accurate and consistent over time;
- c) *accessible*, providing on-going availability of results to the TA; and
- d) *lifecycle-based*, enabling continual improvement over time.

2.3.3.4 Provide for the collection and production of performance measurement data and information to support the Performance Indicators (PIs) identified in Attachment 1, Performance Measurement Information, and the Key Performance Indicators (KPIs) aimed at ensuring successful service delivery as follows:

- a) *Asset Integrity KPI*: success in sustaining the value and condition of assets and complying with applicable policy and legislation;
- b) *Satisfaction KPI*: success in meeting TA expectations, promoting Tenant satisfaction, safeguarding the well-being of Occupants and promoting ease of doing business;
- c) *Financial KPI*: success in providing services that are cost effective and provide best value; and
- d) *Information Integrity KPI*: success in ensuring that required information is trustworthy, available and easily accessible.

2.3.3.5 Establish performance measurement data and information for each service appropriate to the designated Asset Class of the buildings in the portfolio, and the portfolio as a whole, identifying:

- a) *inputs*, in terms of financial and non-financial resources used to deliver activities, produce outputs and accomplish outcomes;

- b) *activities*, in terms of processes required to meet requirements and produce deliverables; and
- c) *outputs* in terms of direct products generated from the services provided.

2.3.3.6 Ensure that the PMR:

- a) provides performance measurement data and information to an appropriate level of detail;
- b) indicates clear PI relationships to the delivery of services and production of deliverables set out in the SDRL, for each Custodian's buildings and each portfolio; and
- c) aggregates PIs into KPIs for each portfolio.

## 2.3.4 Establish a Tenant Relationship Management Program

2.3.4.1 Establish a Tenant Relationship Management Program that meets the needs of the services and requirements set out in the SOW:

- a) include processes and procedures for providing Tenant services;
- b) establish a Tenant Communications Program, including a listing of Tenant contacts, written communications such as newsletters, desk-drops and e-mails, to promote effective communications with Tenants;
- c) establish a methodology for assessing levels of Tenant satisfaction; and
- d) describe capabilities to conduct Tenant satisfaction surveys, when requested, and to analyze results to determine issues affecting Tenant satisfaction, and develop action plans to respond to problems and issues.

## 2.3.5 Establish Occupational Health and Safety Programs

2.3.5.1 Establish OHS Programs that meet the needs of the services and requirements set out in the SOW, consistent with CAN/CSA-Z1000-06 (R2011) - Occupational Health and Safety Management Standard, including:

- a) a Custodian Asset OHS Program; and
- b) a Lease OHS Program applicable to leased space.

2.3.5.2 Ensure that the OHS Programs include measures to comply with applicable legislation, and Custodian and Tenant policy and obligations.

2.3.5.3 Ensure that appropriate hazard communication procedures are in place.

## 2.3.6 Establish a Risk Management Program

2.3.6.1 Establish a Risk Management Program tailored to the needs of the services and requirements set out in the SOW, including risk management processes, roles and responsibilities and management system capabilities.

## 2.3.7 Establish a Sustainability Program

### 2.3.7.1 General

2.3.7.1.1 Establish a Sustainability Program tailored to meet the needs of the services and requirements set out in the SOW, that balances consideration of financial, social, functional and environmental factors in service delivery and supports:

- a) financially sound investments;

- b) attainment of Custodian Sustainable Development Strategy (SDS) targets and other sustainability-related targets;
- c) a socially responsible approach to management of real property;
- d) assurance of best value; and
- e) good decision-making.

2.3.7.1.2 Employ capabilities, processes and approaches that will foster sustainability in service delivery, including:

- a) ongoing awareness of:
  - i. heritage stewardship,
  - ii. environmental and sustainability-related legislation and policies to which Custodians are subject, and
  - iii. guidelines, plans and targets associated with Custodian sustainability strategies;
- b) incorporation of sustainability practices into change management, communications and training strategies for project delivery and building operations staff;
- c) linkages to the Harmonized Management Systems and continual improvement strategies;
- d) processes, procedures and automated tools, and processes to evaluate, monitor and report on the program; and
- e) sustainability reporting.

2.3.7.1.3 Include approaches to sustainable design and selection of sustainably produced or recycled materials.

2.3.7.1.4 Provide for application of sustainable practices in Operations and Maintenance (O&M) processes, tools, and supplies.

2.3.7.1.5 Apply lifecycle management as a foundation for the Sustainability Program, using appropriate tools, taking into account the variety of factors that influence the lifecycle of buildings, building components and systems and the long-term impact of decisions on financial, social, functional and environmental outcomes.

2.3.7.1.6 Consider the long-term costs and benefits of available options in developing approaches that will provide best value in delivering the services set out in the SOW.

### **2.3.7.2 Establish an Optimized Maintenance Program**

2.3.7.2.1 Establish an OMP as part of the Sustainability Program, to optimize portfolio O&M strategies based on a reliability-centered approach and a Computerized Maintenance Management System (CMMS) to:

- a) reduce lifecycle cost;
- b) minimize unscheduled repairs and eliminate unnecessary maintenance activities;
- c) identify the best opportunities to perform maintenance;
- d) minimize disruptions to Tenants; and
- e) maximize building availability.

2.3.7.2.2 Provide capabilities as part of the OMP to:

- a) analyze failure data to identify maintenance problems and challenges, and improve reliability and operating efficiency;
- b) rationalize spares, consumables and supply requirements; and
- c) position maintenance materiel and resources so as to reduce costs and improve responsiveness.

2.3.7.2.3 Establish portfolio maintenance strategies for the systems, equipment and components that influence overall building availability, including:

- a) inspection, testing and maintenance of life safety and fire protection and control equipment;
- b) Heating, Ventilation and Air Conditioning (HVAC) systems;
- c) electrical supply and distribution systems;
- d) structural and architectural components;
- e) results of seismic screening and assessments, carried out in accordance with PWGSC Policy on Seismic Resistance of PWGSC Buildings;
- f) vertical transportation systems;
- g) energy systems;
- h) water, sewer and plumbing systems;
- i) the building envelope; and
- j) storage tanks and associated piping systems.

2.3.7.2.4 Provide for assessment of individual buildings to determine the optimum balance between repairs and predictive, preventive and corrective maintenance, considering factors such as:

- a) the nature of operations, Tenant reliability requirements and the provisions of OIs;
- b) maintenance service requirements set out in the most recent commissioning report;
- c) the class of building, age and condition of the asset, structure, construction details, risk of hidden deterioration, exposure conditions, systems and equipment;
- d) failure rates;
- e) service call trends;
- f) capital investment strategy;
- g) cost; and
- h) heritage designation.

### **2.3.7.3 Establish an Energy Management System**

2.3.7.3.1 Establish an EnMS consistent with CAN/CSA-ISO 50001:11 - Energy management systems - Requirements with guidance for use, tailored to meet the needs of the services and requirements set out in the SOW.

2.3.7.3.2 Provide for inspections and energy audits of buildings at intervals commensurate with operational requirements.

### **2.3.8 Establish an Environmental Management System**

2.3.8.1 Establish an EMS that meets the needs of the services and requirements set out in the SOW.

### **2.3.9 Establish a Heritage Conservation Program**

2.3.9.1 Establish a Heritage Conservation Program tailored to meet the needs of the services and requirements set out in the SOW for built and movable heritage assets.

2.3.9.2 Provide for a holistic approach to services for heritage buildings, landscapes and associated infrastructure, including coordination among specialized architectural, engineering, landscape architecture, technical and historic material conservation services.

2.3.9.3 Designate a single point of contact to provide oversight to the Heritage Conservation Program and to be the primary contact person, when requested, to act as liaison with PWGSC's Regional and National Heritage Coordinators.

#### 2.3.10 Develop a Harmonized Standards-based Management Systems Strategy

2.3.10.1 Develop a Harmonized Standards-based Management Systems Strategy using the ISO 9001 certified QMS as the base, or reference system where possible, to eliminate overlaps or redundancy in management system capabilities needed to fulfill the requirements of the SOW for:

- a) meeting EnMS requirements, while maintaining consistency with the requirements of ISO 50001: Energy Management standard;
- b) meeting EMS requirements, while maintaining compliance with the ISO 14001 standard;
- c) meeting OHS management system requirements, while maintaining consistency with the CAN/CSA-Z1000-06 - OHS Management standard; and
- d) providing capabilities to manage, track and report on:
  - i. incidents and critical incidents, and
  - ii. business administration system requirements, including Human Resource (HR) management, financial management and Work Management System (WMS) capabilities.

#### 2.3.11 Establish a Work Management System

2.3.11.1 Establish a WMS, tailored to meet the needs of the services and requirements set out in the SOW, to ensure disciplined methods for:

- a) work initiation and authorization;
- b) work implementation and control, including time tracking at the individual resource level;
- c) inspection of completed work; and
- d) payment and tracking of progress and expenditures.

#### 2.3.12 Establish a Commissioning Oversight Program

2.3.12.1 Establish a Commissioning Oversight Program, tailored to meet the needs of the services and requirements set out in the SOW, to ensure that commissioning of projects, whether conducted by the contractor or others, is consistent with CSA Z320-11 – Building Commissioning Standard & Check Sheets, considering applicable PWGSC commissioning policy and guidance documents.

2.3.12.2 Designate a single point of contact for the Commissioning Oversight Program to:

- a) represent Custodians' interests;
- b) ensure that appropriate guidance is in place for commissioning;
- c) facilitate the overall commissioning process;
- d) accept end products; and
- e) ensure the quality and effective integration of project outputs into building O&M on behalf of Custodians.

#### 2.3.13 Establish a Project Delivery Regime

2.3.13.1 Establish a PDR, tailored to meet the needs of the services and requirements set out in the SOW, with processes and procedures suited to each Project Category as set out in the Provide Project Delivery Services section.

2.3.13.2 Ensure that the PDR is consistent with the most current versions of the Project Management Institute's (PMI's) American National Standards Institute (ANSI) standards and associated guidelines, including:

- a) the Standard for Program Management - ANSI/PMI 08-002-2008;
- b) the Standard for Portfolio Management - ANSI/PMI 08-003-2008;
- c) A Guide to the Project Management Body of Knowledge (PMBOK Guide) - ANSI/PMI 99-001-2008); and
- d) the Construction Extension to the PMBOK Guide.

2.3.13.3 Provide for application of the PDR at the portfolio level, and to each project, in a manner suited to:

- a) the needs of Custodian project management policy frameworks and systems; and
- b) the complexity and risk of each project.

## **2.3.14 Establish an Information Management Methodology**

2.3.14.1 Establish an Information Management Methodology tailored to meet the needs of the services and requirements set out in the SOW, covering the creation, capture, organization, storage and retrieval of information and data in electronic and hardcopy format, generated through the provision of services, in a manner consistent with the TB Directive on Recordkeeping.

2.3.14.2 Employ configuration control and traceability mechanisms for the QMS, PMR, EMS and WMS to ensure that records are:

- a) protected from unauthorized changes, and logged and time-stamped, indicating the originator; and
- b) accessible and not overwritten for the duration of the contract.

2.3.14.3 Provide capabilities to enable selected QMS and PMR information to be overwritten by the TA in case of disagreement with the contractor about the accuracy of the information provided.

2.3.14.4 Provide for submission of new data records if changes arising from errors or omissions, disagreement, or audit results are required to previously submitted information, including fields to indicate the rationale for the change and acceptance by the TA.

2.3.14.5 Provide for access by the TA to QMS, PMR, EMS and WMS information and reports, to enable PWGSC to conduct quality monitoring, including capabilities to:

- a) review contractor reports on-line;
- b) extract and analyze quality management data records in an acceptable format, including Comma Separated Values (CSV), PDF and Excel™ formats; and
- c) conduct queries, sort data, and produce ad hoc reports.

## **2.4 Undertake the Transition to Full Operations**

2.4.1 Undertake the transition to full operations in accordance with the requirements set out in Attachment 3.



### **3 Provide Management Services**

#### **3.1 General Requirements**

##### **3.1.1 Overview**

3.1.1.1 Provide management services for the Contract Inventory in accordance with Work Authorizations.

3.1.1.2 Ensure that work is consistent with applicable legislation, government-wide policies, directives and standards, and comply with the National Building Code, the National Fire Code of Canada, and with provincial, territorial and municipal building and fire codes. Meet the more stringent of these requirements, and if there is conflict among them, advise the TA and recommend an appropriate course of action for acceptance.

3.1.1.3 Support Custodians in complying with laws, legislation, and government-wide policies, directives, standards and other related guidance documents applicable to them, and, as requested, to other Custodian policies, strategies, initiatives and standards.

3.1.1.4 Collaborate with Custodians, and work together in an environment of mutual respect and trust.

3.1.1.5 Participate in regular meetings to develop and implement a common vision and shared values that will govern the relationship.

3.1.1.6 Establish and maintain close business and operational relationships through the TA and with other stakeholder organizations, as requested.

3.1.1.7 Establish and maintain a cooperative and professional approach when liaising with Tenants and ensure a high level of Tenant satisfaction.

3.1.1.8 Ensure that the contractor's employees and other labour resources under the contractor's authority interact with Custodians, Tenants, Occupants, the public and other contractors in accordance with a Code of Conduct and the accepted SDRS.

3.1.1.9 Plan and schedule work in consultation with Tenants to minimize disruption to Tenant operations or programs.

3.1.1.10 Deliver solutions that provide best value to Canadians, based on the optimal utilization of allocated labour, financial and other resources, in a manner consistent with the TB Policy on Management of Real Property and the TB Guide to the Management of Real Property.

3.1.1.11 Manage the quality of products and services and continually evaluate and propose new industry processes and innovations to improve the efficiency and effectiveness of services, and initiate change to the SDR accordingly.

3.1.1.12 Use processes and tools to promote efficient sharing of information and knowledge across the contractor's and Custodians' organizations.

3.1.1.13 Ensure trades resources have appropriate personal protective equipment and corporate work wear, and uniforms bearing the contractor's corporate identification.

##### **3.1.2 Provide Integrated Services**

3.1.2.1 Collaborate with other stakeholders to promote service integration, without surprises such as unplanned shutdowns and unauthorized costs.

3.1.2.2 Undertake responsibility for integrating services, ensuring that services are provided and administered in a transparent, efficient, effective, healthy and safe manner, whether these services are provided by the contractor or by others, and:

- a) collaborate with third parties providing services in, or for the assets included in the Contract Inventory;
- b) include activities performed by others, as identified in Building Management Plans (BMPs);
- c) act as Constructor for construction projects and as OHS Control Authority for the buildings and designated multi-building sites included in the Contract Inventory;
- d) participate in planning, Tenant liaison and communications, commissioning, and quality assurance, including environmental protection and conservation, for projects delivered by Custodians, or by third parties;
- e) coordinate with and respond to requirements of authorities having jurisdiction;
- f) provide transparent access to the contractor's quality documentation, performance management, process and procedural information to enable others to perform their roles, as requested;
- g) determine how to provide services that will meet the performance outcomes over the assets' lifecycles;
- h) support the implementation of work undertaken by others, in collaboration with the TA, ensuring appropriate due diligence, and that adequate funding is identified in plans to cover projected costs;
- i) identify opportunities to reduce the total cost of ownership in support of PWGSC's objective of providing sustainable real property services that provide best value; and
- j) improve the quality of services, and reduce costs, where possible, through appropriate industry practices.

### 3.1.3 Manage Quality

3.1.3.1 Use the certified QMS, in accordance with the accepted SDRS:

- a) ensure that the scope of the QMS covers the locations and portfolios, buildings, and other sites and assets included in the Contract Inventory, and can be adjusted in its scope to reflect additions and removal of inventory and changes to the accepted SDRS during the Contract Term;
- b) use the QMS to manage and report on the quality of services, conduct performance measurement and provide performance data for the PIs identified in Attachment 1;
- c) gather evidence of performance, proactively identify opportunities to improve services, and rectify nonconformities through a continual improvement process to prevent their recurrence;
- d) provide unrestricted, real-time access to QMS information and reports; and
- e) provide access, without delay, to ongoing Registrar audit and follow-up reports in hard copy and electronic format.

3.1.3.2 Within one year of the Contract Operational Start Date:

- a) demonstrate that the QMS is compliant with the requirements of the most recent International Organization for Standardization's ISO 9001:2008, Quality Management Systems - Requirements, and is in place;



- b) support external audits of the QMS, conducted on behalf of the TA, for the duration of the Contract period, to confirm the adequacy of the QMS, considering the ongoing status of service delivery processes and performance results;
  - c) respond to audit findings and adjust the QMS accordingly during the Contract period;
  - d) ensure that the QMS is applied at every location where the contractor provides the services set out in the SOW; and
  - e) operate the QMS and resolve QMS deficiencies in a timely and responsive manner.
- 3.1.3.3 Within two years of the Contract Operational Start Date:
- a) demonstrate that the QMS has been successfully certified by a Registrar;
  - b) provide the TA with a copy of the Registration Certificate and maintain the registration for the duration of the Contract, subject to ongoing audits as deemed appropriate by the Registrar; and
  - c) submit records of Registrar audit findings to the TA for review without delay.
- 3.1.3.4 Manage quality in accordance with the contractor's QMS, and:
- a) submit evidence to the TA to support PWGSC Quality Monitoring and demonstrate that services and deliverables meet requirements;
  - b) conduct quality assurance and establish an appropriate flow down of requirements to suppliers;
  - c) use the QMS to manage nonconformity information:
    - i. document and track nonconformities from the time they are identified to close-out,
    - ii. assess and determine how best to implement TA recommendations for improvement, and document and track these,
    - iii. report nonconformities monthly in accordance with the SDRL, and
    - iv. ensure that data is readily and electronically accessible to the TA;
  - d) resolve nonconformities to the satisfaction of the TA consistent with ISO requirements:
    - i. identify the root cause of quality nonconformities,
    - ii. carry-out corrective actions and act to minimize the escalation of minor nonconformities into major ones,
    - iii. include TA input during the planning of corrective actions,
    - iv. obtain the TA's acceptance of planned corrective action and scheduled completion dates,
    - v. obtain the TA's agreement to close nonconformities raised by the TA, and
    - vi. provide evidence that corrective actions have eliminated the causes of quality nonconformities and regularly conduct effectiveness verifications through ongoing monitoring of corrective action records; and
  - e) conduct management reviews and internal audits.
- 3.1.3.5 Participate in scheduled PWGSC quality monitoring reviews which will provide a forum for identifying nonconformities, whether raised by the contractor, the TA or their designated representatives, or the Registrar.
- 3.1.3.6 Collaborate with, and support the TA in conducting quality monitoring, including activities to:
- a) ensure due diligence regarding requirements such as:
    - i. TA sign-off of Section 34 of the Financial Administration Act,
    - ii. regulatory compliance, and
    - iii. health and safety compliance;
  - b) improve Tenant and Occupant satisfaction; and

- c) demonstrate attainment of best value, based on the sustainability of services and solutions provided.

3.1.3.7 Cooperate and participate with the TA during Quality Monitoring inspections and provide required resources and information.

3.1.3.8 Support quality audits deemed appropriate by the TA, whether carried out by the TA or by other parties engaged by Canada, to assure that requirements are being met. The TA may raise nonconformities to rectify service or process deficiencies, and may raise these nonconformities as contract-wide nonconformities, applicable to each portfolio, if they are deemed to be systemic.

### 3.1.4 Apply the Performance Measurement Regime

3.1.4.1 Apply the PMR, in accordance with the accepted SDRS.

3.1.4.2 Provide performance measurement data and information in accordance with the PIs identified in Attachment 1 and the Asset Integrity, Satisfaction, Financial, and Information Integrity KPIs.

3.1.4.3 Measure and report performance:

- a) calculate the PIs and KPIs to facilitate the assessment of service performance, and submit these no later than five days after the end of each month to support payment for services;
- b) provide the TA with unrestricted, real-time access to performance measurement information used to calculate each PI;
- c) submit new data records together with the rationale for the change and acceptance by the TA to:
  - i. correct errors or omissions,
  - ii. resolve disagreement between the TA and the contractor regarding the accuracy of the information, and
  - iii. reflect audit results; and
- d) coordinate with the TA, and plan, host and participate in joint quarterly meetings to review performance, and:
  - i. analyze performance as indicated by PIs,
  - ii. prepare a Quarterly Performance Status report in accordance with the SDRL, to ensure understanding of performance status, including identification of performance issues and problems, and actions being taken to resolve these,
  - iii. submit the report at least one week in advance of the scheduled meeting, and
  - iv. present the report and an action plan to the TA to support the review of performance results.

3.1.4.4 Inform the TA of performance information required from PWGSC's National Service Call Centre (NSCC), including their frequency, if they are a recurring requirement.

3.1.4.5 Identify and recommend continual improvement opportunities for the PI service level minimums and benchmarks for the following year, and submit these to the TA by May 15 of each year for consideration as part of the management review with the TA.

3.1.4.6 Incorporate changes to the PMR resulting from the addition or suspension of PIs and update the SDRS in accordance with the Manage Ongoing Change to the Service Delivery Regime section.

### 3.1.5 Manage Stakeholder Relationships

### **3.1.5.1 General**

3.1.5.1.1 Collaborate with the TA and other stakeholders, as requested, at the various levels of management of the contractor's, PWGSC's and OGD Custodians' organizations, to:

- a) cooperatively monitor performance of the services;
- b) respond to strategic issues; and
- c) continually improve operations.

3.1.5.1.2 Interact with various organizations, as required, in a manner that promotes Custodian, Tenant and Occupant satisfaction, and sound stewardship, including:

- a) government organizations, including:
  - i. Tenants,
  - ii. Custodian authorities,
  - iii. various federal regulatory authorities and other federal stakeholders, and
  - iv. PWGSC National and Regional centres of expertise; and
- b) third parties, including:
  - i. Registrars assessing ISO conformance,
  - ii. other contractors and organizations engaged by the TA and Custodians participating in Quality Monitoring and service administration,
  - iii. other contractors providing services,
  - iv. municipal, provincial and territorial regulatory authorities and other authorities having jurisdiction,
  - v. third-party tenants,
  - vi. public service union representatives, as requested, and
  - vii. landlords.

3.1.5.1.3 Undertake negotiations with municipal authorities or partners as requested, regarding, for example, policing, servitudes for water, sewage, and electricity and other utilities.

### **3.1.5.2 Maintain Effective Relationships with Stakeholders**

3.1.5.2.1 Institute appropriate measures to manage contract relationships with PWGSC at the contractor's corporate, portfolio, and building management levels.

3.1.5.2.2 Designate a single point of contact to manage the relationship with the TA, referred to as the Relationship Manager, with the required authority to commit the contractor, following due process.

3.1.5.2.3 Ensure an effective corporate management relationship with PWGSC:

- a) participate in executive meetings, including PWGSC, OGD and contractor executives as requested;
- b) organize semi-annual Executive Management Meetings, and other management and team meetings, as requested; and
- c) organize and participate in monthly operations and project update meetings, as requested.

3.1.5.2.4 Propose ideas and share experience gained in working with the contractor's other clients.

3.1.5.2.5 Organize and participate in meetings and other forums aimed at fostering collaboration:

- a) organize monthly meetings co-chaired by the contractor's Relationship Manager and the TA;

- b) participate in other meetings and committees with the TA and other stakeholders, as requested, including:
  - i. monthly Regional portfolio meetings,
  - ii. bi-annual Quality Monitoring workshops,
  - iii. bi-annual Contract level meetings, and
  - iv. periodic National sessions sponsored by PWGSC, that may involve other contractors engaged in a similar capacity, such as quality circles, and
  - v. periodic Project Delivery Committee meetings and Operations Committee meetings, as requested, that may involve other contractors; and
- c) provide input to strategic decisions and direction to:
  - i. promote the contractor's ownership, accountability and pride in work, and
  - ii. support Custodians' asset and portfolio management.

3.1.5.2.6 Provide advice and support to the TA in making recommendations for requirements to be included in annual National BMP Call Letters, Custodian Call Letters, Custodian National Investment Strategies and Community-Based Investment Strategies.

3.1.5.2.7 Provide flexibility and responsiveness in adjusting to changing Custodian priorities and requirements.

3.1.5.2.8 Ensure effective engagement and collaboration between the contractor's property managers and project managers, and the TA and other designated PWGSC representatives, in monitoring stakeholder satisfaction and developing joint communication strategies, as requested.

3.1.5.2.9 Interact directly with various resources that support the TA, following a protocol to be established by the TA, including:

- a) multi-disciplinary PWGSC real property teams;
- b) PWGSC National and Regional centres of expertise;
- c) PWGSC functional authorities for certain services;
- d) the NSCC; and
- e) other government and private sector entities that may be involved in projects, the provision of specialized services not included in the SOW, or to support quality monitoring.

### **3.1.5.3 Maintain Effective Relationships with Tenants**

3.1.5.3.1 Act as the primary point of contact for Tenant representatives responsible for their accommodations, and manage the day-to-day relationship with Tenants and Occupants.

3.1.5.3.2 Provide services to Tenants in accordance with the Tenant Relationship Management Program, and the Tenant Communications Program specified in SDRS.

3.1.5.3.3 Conduct Tenant satisfaction surveys, as requested, analyze results to determine issues affecting Tenant satisfaction and develop action plans to respond to problems and issues.

3.1.5.3.4 Support the TA and ensure that the TA is aware of issues, risks, problems and the status of activities for which the contractor is responsible.

3.1.5.3.5 Ensure that the TA is aware of ongoing activity related to initiatives that involve direct relationships between the contractor and Tenants.

3.1.5.3.6 Encourage Tenant and Occupant use of the NSCC and direct Tenants to initiate action through the NSCC.

### 3.1.6 Provide Planning Services

#### 3.1.6.1 General

3.1.6.1.1 Develop annual plans for buildings and other assets, in accordance with the SDRL, including:

- a) a Labour Resource Plan;
- b) BMPs for each building;
- c) a Portfolio Plan for each portfolio; and
- d) a Contract Plan.

3.1.6.1.2 Ensure that planning is undertaken considering:

- a) the respective Custodians' objectives, strategies and priorities;
- b) opportunities to improve the condition of buildings, extend the life of assets, and otherwise improve Facility Condition Indices (FCIs), where these have been established; and
- c) sustainability, in accordance with the Sustainability Program.

#### 3.1.6.2 Develop the Labour Resource Plan

3.1.6.2.1 Develop a recommended annual Labour Resource Plan to support the Work Authorization process:

- a) describe the key roles and responsibilities of the contractor's core organization and provide an organization chart;
- b) describe other key roles and responsibilities or functions that are sub-contracted or otherwise provided;
- c) provide an estimate of the direct labour costs for each resource under the contractor's authority for the planning year, including employees, subcontracted resources and resources provided through other mechanisms such as brokerage services; and
- d) describe the allocation methodology for services that are proposed to be provided by resources that will be shared.

3.1.6.2.2 Organize the labour resource information so that labour allocations can be readily presented:

- a) at the building, portfolio and contract levels for each Custodian; and
- b) at the portfolio and individual lease level for leased space.

3.1.6.2.3 Identify changes from the previous year's Labour Resource Plan and provide a business case to support proposed changes.

3.1.6.2.4 Submit the proposed Labour Resource Plan one month in advance of the required BMP submission date, to enable its analysis as part of the BMP acceptance process.

3.1.6.2.5 Present the Labour Resource Plan and the associated business case to the TA, and, as requested, to the respective Custodians, respond to questions and adjust accordingly to obtain acceptance of the plan and to support related Work Authorizations.

#### 3.1.6.3 Develop the Travel Plan

3.1.6.3.1 Develop a recommended annual Travel Plan in accordance with the SDRL, to support the Work Authorization process and the development of other plans:

- a) provide an estimate of the travel costs for each resource under the contractor's authority for the planning year for:

- i. employees, and
    - ii. subcontracted resources and resources provided through other mechanisms, as requested; and
  - b) indicate the rationale and purpose of the travel.
- 3.1.6.3.2 Organize the travel cost information so that travel costs can be readily presented:
- a) at the building, portfolio and contract levels for each Custodian; and
  - b) at the portfolio and individual lease level for leased space.
- 3.1.6.3.3 Identify changes from the previous year's Travel Plan.
- 3.1.6.3.4 Submit the proposed Travel Plan one month in advance of the required BMP submission date, to enable its analysis as part of the BMP acceptance process.
- 3.1.6.3.5 Present the Travel Plan to the TA, and, as requested, to the respective Custodians, respond to questions and adjust accordingly to obtain acceptance of the plan and to support related Work Authorizations.

#### **3.1.6.4 Develop Building Management Plans**

- 3.1.6.4.1 Develop annual BMPs, and:
- a) participate in BMP familiarization presentations;
  - b) collaborate in BMP preparation kick-off meetings, to confirm objectives and priorities;
  - c) analyze relevant Custodian documentation to reflect the Custodian's real property priorities, strategies and plans, considering the recommendations provided in the Building Performance Review (BPR), the AMP, building-specific strategies, plans and other relevant information;
  - d) recommend appropriate service levels for the building;
  - e) provide the building level allocations of the Labour Resource Plan estimated direct labour cost summary, detailed by position, role or subcontract as appropriate;
  - f) adhere to the requirements in PWGSC's National BMP Call Letter, Regional and other call letters and supplemental instructions for Custodian portfolios, and the TA's instructions, setting out associated objectives, priorities, issues, timing, content, format, benchmarks and other aspects to be considered; and
  - g) provide a third-party leasing plan.
- 3.1.6.4.2 Submit proposed prioritized project listings to seek acceptance of planned projects in accordance with the requirements for each Project Category, as described in the Provide Project Delivery Services section, for the coming fiscal year, or years, as applicable, and:
- a) obtain acceptance of the overall recommended cost envelope for Category I Projects, and once project funding has been allocated, present a proposed Category I Project Listing;
  - b) present a proposed prioritized Project Listing for each Category II, IV and V project category; and
  - c) present a proposed prioritized Category III Project Listing, regardless of whether the option for these project delivery services has been exercised by Canada, and provide additional planning information as requested.
- 3.1.6.4.3 Present the BMPs to the TA, and to the respective Custodians, respond to questions and adjust accordingly to obtain acceptance of BMPs and to support related Work Authorizations.



3.1.6.4.4 Submit proposed changes to the work set out in the BMP, as the basis for supporting decisions for new Work Authorizations or amendment of existing ones.

### **3.1.6.5 Develop Portfolio Plans**

3.1.6.5.1 Develop Portfolio Plans for each portfolio, by the BMP submission date, including roll-ups and summaries of information provided in the BMPs:

- a) provide annual portfolio financial summaries for each Custodian within each portfolio;
- b) provide a strategic portfolio overview;
- c) provide the portfolio level allocations of the Labour Resource Plan estimated direct labour cost summary, detailed by position, role or subcontract as appropriate; and
- d) describe the Program of Projects (PoP), planned as an integrated program, with projects and their requirements organized in accordance with the Project Categories set out in the Provide Project Delivery Services section:
  - i. submit a proposed, prioritized Project Listing for each Project Category as part of the POP to support associated Work Authorizations,
  - ii. recommend the inclusion of projects based on expected funding, commensurate with funding allocated in April of each fiscal year,
  - iii. include back-up projects to ensure full utilization of authorized funding, as requested, and
  - iv. include multi-building site planning content for each multi-building site within the portfolio.

3.1.6.5.2 Submit a Portfolio Planning Listing summarizing information from the third-party leasing plans included in BMPs, indicating:

- a) major milestones such as expiration and renewal dates;
- b) upcoming negotiations;
- c) new tenants being sought; and
- d) where the services of brokers will be used.

3.1.6.5.3 Provide financial information consistent with the National BMP Call Letter.

3.1.6.5.4 Identify opportunities for achieving economies of scale in resourcing similar work activities.

3.1.6.5.5 Present the Portfolio Plans to the TA, and to the respective Custodians, respond to questions and adjust plans as requested to obtain acceptance and to support related Work Authorizations.

### **3.1.6.6 Develop the Contract Plan**

3.1.6.6.1 Develop an annual Contract Plan, including:

- a) The recommended Labour Resource Plan estimated direct labour cost summary, at the Contract level, for the planning year;
- b) a strategic overview and management analysis for each Custodian; and
- c) a roll-up and summary of Portfolio Plan information.

3.1.6.6.2 Present the Contract Plan to the TA and, as requested, to the respective Custodians, respond to questions and adjust accordingly to obtain acceptance of the plan and to support related Work Authorizations.

### **3.1.6.7 Provide Input to Asset Management Plans**

3.1.6.7.1 Review existing AMPs annually and provide information and participate in meetings to support the development of AMPs and BCRs by Custodians, and undertake associated work to support the AMP development process, as requested.

### **3.1.6.8 Provide Assistance in Developing and Exercising Tenant Emergency Plans**

3.1.6.8.1 Collaborate with Custodians and Tenants in emergency response planning, and assist them in fulfilling their respective responsibilities:

- a) assist Tenants in developing building emergency plans to meet legislated requirements as requested, as Tenant projects;
- b) support Tenants in implementing emergency response plans; and
- c) cooperate with building fire emergency organizations led by designated Tenant representatives.

3.1.6.8.2 Support Custodians and Tenants in fulfilling their legislated health and safety obligations in Custodian and leased space as set out in the CLC Part II and the National Fire Code, and assist Tenants in assuring due diligence, as requested, including:

- a) assisting in preparing, regularly updating and implementing a fire safety plan for each building, in cooperation with the fire department, other applicable regulatory authorities and Tenant workplace health and safety committees and representatives;
- b) keeping a copy of the fire safety and emergency evacuation plan at a central location in the lobby of each building, and ensuring that it is readily accessible to police, fire and ambulance service personnel;
- c) providing a copy of the fire safety and emergency evacuation plan to supervisory staff in each building and to emergency wardens; and
- d) posting fire safety and emergency evacuation procedures, with floor schematic diagrams, in the elevator lobby or entrance area of each floor and adjacent to the exit stairwells on each floor.

3.1.6.8.3 Participate in, and assist with the coordination of fire and emergency evacuation drills conducted by Tenants, as requested.

3.1.6.8.4 Provide building employees with required information concerning the location of portable and installed fire protection and emergency equipment.

3.1.6.8.5 Assist Tenants, as requested, in developing emergency procedures related to other emergencies, such as bomb threats, explosions, earthquakes, power failure, chemical accident or spills, emergency or medical response, demonstrations, persons trapped in elevator cars and violence against employees.

3.1.6.8.6 Notify the TA if it is apparent that Tenants are not fulfilling their building emergency planning obligations.

### **3.1.6.9 Support the Development of Multi-building Site Emergency Plans**

3.1.6.9.1 Assist Custodians, Tenants and Occupants, as requested in developing Emergency Plans for multi-building sites.

### **3.1.6.10 Provide Building Infrastructure Continuity Planning and Readiness Services**

3.1.6.10.1 Recommend development of new Building Infrastructure Continuity Plans for buildings where these are not available but are needed.



3.1.6.10.2 Maintain Infrastructure Continuity Plans for each building in accordance with the SDRL.

3.1.6.10.3 Ensure that Building Infrastructure Continuity Plans include information on:

- a) building systems, including equipment and component O&M manuals and tombstone data such as manufacturer, model and serial numbers;
- b) supplier contacts and resource requirements;
- c) equipment use, system redundancies and impact of system failure on building operations; and
- d) system recovery and impact mitigation plan.

3.1.6.10.4 Train contractor building personnel and other resources under the contractor's authority to ensure they are prepared to respond to emergencies in accordance with plans.

3.1.6.10.5 Familiarize building Occupants with the plans as requested.

3.1.6.10.6 Collaborate with Tenants to ensure that their business resumption plans are coordinated with Infrastructure Continuity Plans.

3.1.6.10.7 Test plans, participate in PWGSC audits and evaluations of the testing of plans, and recommend improvements, and activate plans in emergencies or on system failure.

#### **3.1.6.11 Support Tenant Business Continuity and Business Resumption Planning**

3.1.6.11.1 Assist Tenants, as requested, in preparing their business continuity and business resumption plans, and provide associated information.

### **3.1.7 Provide Tenant Services**

3.1.7.1 Provide Tenant services in a manner consistent with requirements set out in the TB Guide to the Management of Real Property and PWGSC Guidance for Departments Requiring Tenant Services.

3.1.7.2 Provide Tenant services in accordance with Occupancy Instruments (OIs) or leases.

3.1.7.3 Determine needs for additional Tenant services beyond those provided for in OIs or leases.

3.1.7.4 Advise the TA of new requests for additional Tenant services.

3.1.7.5 Consult with Custodians, landlords and the TA to ensure that appropriate agreements are in place before utilizing Tenant-direct service mechanisms, which are mechanisms that provide Tenants with delegated authority to provide Work Authorizations.

3.1.7.6 Obtain the approval of the Custodian and TA to establish specific protocols for the delivery of services before providing services directly to Tenants.

3.1.7.7 Assist Tenants in analyzing and defining requirements, identifying options, estimating costs and obtaining project approval.

3.1.7.8 Report additional Tenant services in accordance with the SDRL.

### **3.1.8 Provide Support in Administering Existing Government Contracts**

3.1.8.1 Provide administrative support for management of contracts or agreements that Custodians have in place, as requested, including contracts or agreements for services such as:

- a) inspection, maintenance and certification of vertical transportation systems, boilers and pressure vessels;

- b) energy-related retrofit projects, and bulk purchase of utilities;
- c) regional and national master standing offers and supply arrangements for goods and services such as bulk fuel, removal of hazardous materials, cable management and furniture; and
- d) contracts with certain organizations with whom PWGSC has commitments, as requested, which may include:
  - i. the National Capital Commission (NCC) for some grounds and landscaping activities,
  - ii. the Canadian Corps of Commissionaires for security guard services,
  - iii. ARC Industries for waste, recycling and plant maintenance, and
  - iv. the Federal Employees' Recreational Association for cafeteria services.

#### 3.1.8.2 Provide assistance such as:

- a) preparing contractual documentation for execution;
- b) coordinating delivery of the work;
- c) monitoring and reporting performance, including quality, adherence to schedules and costs;
- d) resolving informal disputes, and initiating formal dispute resolution processes if required;
- e) initiating contract amendments for execution;
- f) recommending payment for goods and services delivered; and
- g) collecting and remitting revenue, in accordance with the requirements of the Control Work, Comply with Expenditure Management Requirements and Collect Revenues section, where applicable.

### 3.1.9 Accept Novation of Contracts

3.1.9.1 Accept the novation of contracts, assuming the liabilities and receiving the rights and benefits, for which existing suppliers and service providers agree to the novation, examples of which include contracts for cleaning, grounds maintenance, fire extinguisher services, inspection and maintenance of vertical transportation systems, inspection and certification of boilers and pressure vessels, cable management, and bulk purchase of utilities.

### 3.1.10 Use and Maintain Government Furnished Accommodations

3.1.10.1 Locate contractor labour resources in Government Furnished Accommodations (GFA) provided, including general purpose office space consisting of approximately XXXm<sup>2</sup>, as set out in the GFA Annex to the Contract:

- a) locate the contractor's property managers and other key building operations staff within the space provided;
- b) identify unused space to the TA and return this space to Canada;
- c) obtain written approval to alter GFA, including the furniture configuration;
- d) comply with Custodian fit-up standards; and
- e) undertake approved alterations at the contractor's expense.

3.1.10.2 Maintain finishings and Government Furnished Equipment (GFE) in good working order at the contractor's expense.

### 3.1.11 Manage Incidents

3.1.11.1 Manage and respond to incidents in accordance with the SDRS, and consistent with PWGSC Critical Incident Reporting Policy DP-009, or as requested, and:

- a) minimize the risk and reduce the impact of incidents on the safety of people and assets; and
- b) maintain performance and Tenant satisfaction.

3.1.11.2 Manage and respond without delay to unexpected events that could result in injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services, and where immediate action is required.

3.1.11.3 Notify designated authorities, respond and take corrective measures within defined timeframes.

3.1.11.4 Communicate in accordance with defined criteria, advising the TA on progress during incidents, including the following milestones for critical incidents:

- a) incident problem identified;
- b) responders called and on site;
- c) response to incident underway;
- d) incident resolved and report submitted; or
- e) incident escalating to critical incident or emergency, potentially leading to building shutdown.

3.1.11.5 Submit critical incident reports in compliance with PWGSC procedures with appropriate format, quality, conciseness, and response timelines, or as requested.

3.1.11.6 Comply with investigation and reporting requirements of regulatory authorities.

3.1.11.7 Collect data and analyze incident trends to identify root causes, and recommend measures to reduce incidents, and identify improvement opportunities, including rectification of operational deficiencies, inadequate asset maintenance, and shortcomings in BMPs or BPRs.

### 3.1.12 Provide Claims Management Support

3.1.12.1 Provide claims management and other insurance-related support to Custodians, Tenants, Occupants and lessor representatives for Custodian and leased space.

3.1.12.2 Participate in, and coordinate the involvement of Custodians, Tenants, Occupants and lessor representatives in investigations.

3.1.12.3 Provide advice and recommend courses of action for claims-related activities.

3.1.12.4 Coordinate activities with landlords and insurance adjusters.

3.1.12.5 Arrange for the provision of claims adjusters, as requested.

3.1.12.6 Identify and assign recovery costs among landlords, Tenants and Occupants, as requested.

3.1.12.7 Pursue landlords to obtain timely payment of claims-related costs on behalf of Tenants and Occupants in leased space.

3.1.12.8 Provide ongoing, timely updates to the TA on the status of active claims.

### 3.1.13 Ensure Health and Safety in Custodian Assets

### **3.1.13.1 General**

3.1.13.1.1 Assume control and exercise responsibility for the workplace regarding OHS matters in relation to work being carried out for Custodian assets, except as specifically excluded in writing by the TA, whether carried out by:

- a) the contractor and its subcontractors;
- b) Custodians and their contractors and subcontractors; or
- c) Tenants and their contractors and subcontractors.

3.1.13.1.2 Represent the Custodians on Tenant health and safety committees, as requested.

3.1.13.1.3 Support Custodians and Tenants in meeting their responsibilities as employers under the Canada Labour Code (CLC) Part II, and the TB Fire Protection Standard and Standard for Fire Safety Planning and Fire Emergency Organization - Chapter 3.1.

3.1.13.1.4 Comply with the requirements of authorities having jurisdiction, and, except as specifically excluded in writing by the TA:

- a) act as Constructor for construction project work; and
- b) act as OHS Control Authority for:
  - i. work carried out to provide the management services and services for leased space in accordance with the SOW, and
  - ii. work carried out by third parties.

### **3.1.13.2 Apply a Custodian Asset Occupational Health and Safety Program**

3.1.13.2.1 Ensure that the health and safety of persons granted access to the workplace is protected, including federal government employees, resources under the contractor's authority, Custodians' contractors' and subcontractors' employees and the public.

3.1.13.2.2 Apply a Custodian Asset OHS Program, in accordance with the accepted SDRS, and comply with applicable legislation, and Custodian and Tenant requirements and obligations.

3.1.13.2.3 Prepare and follow an OHS plan for each building, in collaboration with Tenant OHS committees, in accordance with the requirements of the OHS Program, including an OHS Code of Practice for safe operating procedures and other requirements.

3.1.13.2.4 Develop specific OHS requirements, and safe work procedures and practices, including a job hazard and risk analysis for critical tasks, to eliminate or mitigate foreseeable hazards associated with work to be performed.

3.1.13.2.5 Identify and provide a contact list of personnel responsible for the OHS Program and building, and project-specific OHS plans, emergency action plans for handling emergency work when normal procedures cannot be followed, and key personnel and safety requirements needed.

3.1.13.2.6 Implement OHS training and hazard communication procedures for resources under the contractor's authority.

3.1.13.2.7 Ensure that persons granted access to the workplace comply with building and project-specific OHS plans.

3.1.13.2.8 Maintain overall control of activities regarding OHS management and coordinate and control work in buildings and at multi-building sites, and establish appropriate safeguards to protect health and safety:

- a) manage other contractors' access to the building, in conjunction with building security measures;

- b) assign project work sites to other contractors, and coordinate and schedule use of elevators, loading docks and work site access routes;
- c) identify and communicate issues related to scheduling of work;
- d) provide an orientation to contractors granted access to the site, and provide them with appropriate information, including:
  - i. the building OHS plan,
  - ii. a description of OHS responsibilities and procedures for contractors,
  - iii. a code of practice for safe work procedures and emergency preparedness procedures, and
  - iv. hazard assessments and job hazard analyses for critical tasks;
- e) attend and provide input to other contractors' and PWGSC project meetings and health and safety committee meetings, as requested;
- f) act as the point of contact with authorities having jurisdiction and submit documentation required by them, such as notices of projects and related information;
- g) maintain copies of communications, reports and orders received as a result of visits by authorities having jurisdiction;
- h) control access to mechanical and electrical rooms and other building operations locations and oversee work in these locations;
- i) organize and lead meetings with stakeholders as required for health and safety and construction co-ordination;
- j) coordinate construction activity;
- k) coordinate with Tenants on building issues, and issues related to ongoing and planned work;
- l) participate in identifying OHS requirements for Tenant and facilities management units performing electrical work;
- m) monitor the compliance of other contractors with OHS legislation, building and project-specific OHS plans and other OHS Standard Operating Procedures (SOPs), and instruct contractors as required to resolve OHS issues;
- n) obtain regular feedback from health and safety personnel and workers to identify issues; and
- o) implement resolutions to contractor issues related to construction co-ordination and other aspects related to OHS.

3.1.13.2.9 Ensure that appropriate parties acquire necessary approvals and permits from authorities having jurisdiction, including building permits and confined space entry permits prior to performing work such as asbestos abatement work, raised platform work, trenching and excavation work, hot work, and live steam work.

3.1.13.2.10 Ensure that resources under the contractor's authority are fully aware of, and adhere to requirements in accordance with applicable OHS legislation, when performing work.

### **3.1.13.3 Maintain Records and Report on Health and Safety**

3.1.13.3.1 Provide support to the designated Custodian OHS authority and complete accident reports and hazardous occurrence investigation reports, as prescribed by the applicable OHS Act and in accordance with PWGSC policies, or as requested, and provide copies to the TA without delay.

3.1.13.3.2 Maintain OHS records and provide OHS information and reports related to the work in accordance with the requirements of the CLC Part II, Occupational Health and Safety Directive and Custodian policies and the requirements of authorities having jurisdiction.

3.1.13.3.3 Provide information on building and project-specific OHS plans, hazard identification, safety training, life safety systems and equipment inspection, maintenance, testing and nonconformities, on request.

### 3.1.14 Respond to Service Calls

3.1.14.1.1 Respond to service calls and interact with the NSCC as required, in accordance with the accepted SDRS for each building, designated by Canada as Urban, Remote or Isolated.

3.1.14.1.2 Maintain and provide the NSCC a current list of contacts at the Contract and building level and advise the NSCC immediately of changes via e-mail.

3.1.14.1.3 Acknowledge Emergency and Urgent service calls from the NSCC by live voice contact within 10 minutes, 24 hours per day, 365 days per year.

3.1.14.1.4 Respond to service calls from the NSCC 24 hours per day, 365 days per year, in accordance with the response times indicated in Table 1:

- a) report to the location identified in the service call;
- b) begin an investigation within the maximum permissible response times;
- c) provide an update on the service call status to the NSCC by electronic data file as soon as work to close the service call is complete;
- d) undertake the work required; and
- e) update the NSCC on the status and results of responses to service calls within 24 hours of responding to the service call.

<b>Table 1 – Maximum Response Times for Service Calls</b>			
<b>Priority</b>	<b>Urban</b>	<b>Remote</b>	<b>Isolated</b>
Emergency	30 minutes	1 hour	24 hours
Urgent	60 minutes	3 hours	48 hours
Normal – during business day	4 hours	24 hours	Same time on 5 <sup>th</sup> subsequent business day as the time the service call was acknowledged
Normal – during unoccupied hours	Noon of following business day	End of next business day, as governed by regular hours of operation defined for the building	Same time on the 5 <sup>th</sup> subsequent business day as the time the service call was acknowledged
<b>Notes:</b> Buildings may re-categorized, at the discretion of the TA, as either remote, isolated or urban,			



and the applicable response times adjusted accordingly for specific remote locations.

Service calls are closed when the NSCC receives notice that the issue has been satisfactorily addressed and related actions are completed

3.1.14.1.5 Analyze service call reports from the NSCC, identify trends and variances from the norm, prepare action plans and undertake required corrective action..

### 3.1.15 Manage Risk

#### 3.1.15.1 General

3.1.15.1.1 Apply a Risk Management Program, in accordance with the accepted SDRS.

3.1.15.1.2 Manage risk:

- a) identify and manage potential risks, and contributing factors associated with the buildings and services being provided in accordance with the SOW;
- b) identify operations and assets at risk, and related potential perils, factors, and types of risks for subsequent assessment and analysis; and
- c) minimize risk by analyzing identified risks to assess their potential threat to operations and buildings, Occupants and the public, in terms of their probability of occurring and likely severity.

3.1.15.1.3 Use the results of analyses of identified risks to:

- a) provide input to the development of BMPs and Portfolio Plans;
- b) reduce or eliminate risk by considering alternatives to current or proposed activities;
- c) develop and implement cost-effective risk control practices when acceptance of the risk is inevitable, including loss prevention and reduction practices such as safety training, early detection, security precautions, emergency procedures or design changes; and
- d) plan and budget measures for potential containment, compensation, restoration and recovery.

#### 3.1.15.2 Use a Risk Dashboard to Promote Ongoing Communications About Risk

3.1.15.2.1 Report risk using a Risk Dashboard in accordance with the SDRS, to promote a collaborative dialogue around risk and to support risk communication, monitoring and continual improvement.

3.1.15.2.2 Provide a time-phased, colour-coded, strategic view of significant risks pertaining to governance and contract management, assets and service delivery, considering:

- a) external risk drivers such as natural, market, economic, legislation, codes and standards-related factors; and
- b) internal Custodian and contractor organizational and operational risk drivers such as reputational, financial, asset, labour, legal, technology and business process risk factors.

3.1.15.2.3 Include summaries of decisions required and actions being taken to manage significant risks.

### 3.1.16 Apply the Sustainability Program

#### 3.1.16.1 General

3.1.16.1.1 Apply the Sustainability Program in accordance with the accepted SDRS.

3.1.16.1.2 Apply learning organization concepts to encourage innovation and the exchange of building lifecycle information among those responsible for service delivery.

### **3.1.16.2 Assist Custodians in Sustainability Planning**

3.1.16.2.1 Identify opportunities and support Custodians in preparing SDSs to meet Federal SDS requirements, by assisting in establishing objectives and plans.

3.1.16.2.2 Include proposals in BMPs to meet targets identified by Custodians in their respective SDSs, and demonstrate the linkages to how SDS targets will be achieved through specific projects.

3.1.16.2.3 Identify opportunities to assist Custodians in greening government operations, as requested, including activities to:

- a) reduce greenhouse gas and other air polluting emissions;
- b) provide for green procurement;
- c) reduce potable water consumption;
- d) remediate contaminated sites;
- e) improve the management of waste; and
- f) improve the environmental performance of vehicles involved in delivering services.

3.1.16.2.4 Identify opportunities to assist Custodians in greening government assets, including:

- a) adoption of the Building Owners and Managers Association (BOMA) of Canada BEST environmental assessment program, or other programs as requested; and
- b) ensuring that buildings renovated under the Contract meet the energy efficiency targets set out by Custodians.

3.1.16.2.5 Identify opportunities and assist Custodians in meeting requirements related to electronic waste consistent with applicable legislation.

### **3.1.16.3 Apply the Energy Management System**

3.1.16.3.1 Implement the EnMS in accordance with the accepted SDRS to guide the supply, management and use of energy and to meet Custodian plans and targets for each portfolio, and the associated Portfolio Plan and BMPs:

- a) set energy targets to support the attainment of Custodians' SDS commitments;
- b) conduct strategic analyses and energy performance benchmarking, using appropriate tools, and energy performance targets for the portfolio that will meet Custodian commitments;
- c) identify energy retrofit projects and develop business cases, priorities and proposed timeframes for implementation;
- d) identify energy efficient technologies to be incorporated into other planned projects;
- e) coordinate energy investments with planned mid-life rehabilitation programs;
- f) engage Tenants in fulfilling the Energy Management Strategy and promote effective energy use;
- g) establish an optimum energy performance level for each asset, and identify operational efficiencies and adjustments to building operations to achieve optimum energy performance, such as staggering equipment start-up and shutdown to reduce peak demand and take advantage of off-peak time-of-use charges;



- h) review projected changes that affect energy consumption such as occupancy levels, Tenant operations, levels of service, building upgrades, operating procedures and schedules,;
- i) prepare detailed time-phased utilities budgets for each building and multi-building site asset, indicating estimated monthly consumption and costs for each utility component; and
- j) investigate and recommend to the TA adoption of incentive and subsidy programs offered by utility companies, and the federal, provincial and territorial governments.

3.1.16.3.2 Obtain certification for energy management achievements through industry-recognized certification programs.

#### **3.1.16.4 Provide Portfolio Sustainability Planning Input**

3.1.16.4.1 Provide annual sustainability planning input to each Portfolio Plan, describing the capacity, activities, processes and performance measurement information that will be applied to attain, report on, and continually improve financial, social, functional and environmental sustainability results arising from the services provided.

3.1.16.4.2 Provide sustainability inputs to planning processes, including the BMP, AMP updates and Portfolio Plans.

#### **3.1.16.5 Improve Financial Performance**

3.1.16.5.1 Identify and recommend opportunities for continual improvement in efficiencies and cost reductions.

3.1.16.5.2 Benchmark building O&M and Utilities (O&U) costs against appropriate sources of industry data, in accordance with the SDRL.

3.1.16.5.3 Monitor, evaluate and make recommendations on new technologies and systems that could reduce operating costs.

3.1.16.5.4 Review portfolio and contract O&U costs and recommend opportunities to reduce costs across portfolios and the Contract, and take advantage of strategies such as cost synergies, bulk purchasing, and pooling or centralizing of certain resources and inputs.

3.1.16.5.5 Identify, evaluate, and make recommendations on projects that best contribute to improving efficiencies and reducing life cycle costs.

#### **3.1.16.6 Improve Social and Functional Performance**

3.1.16.6.1 Identify and recommend continual improvement opportunities that will benefit Tenants, the public and the community, through activities consistent with RPB's Good Neighbour Policy.

3.1.16.6.2 Implement communications and advocacy programs to foster sustainable practices with labour resources under the contractor's authority, and with Custodians, Tenants and Occupants.

3.1.16.6.3 Identify opportunities, and develop and implement approved building initiatives and services to improve Tenant and Occupant satisfaction and building performance.

3.1.16.6.4 Support Custodians in implementing government space optimization programs, as requested.

3.1.16.6.5 Provide advice in support of the development of Campus Master Plans and Community Based Investment Strategies, as requested.

3.1.16.6.6 Create and maintain mutually beneficial relationships with industry associations, the public, non-governmental organizations, and provincial, territorial and municipal stakeholders.

### **3.1.16.7 Improve Environmental Performance**

3.1.16.7.1 Implement the EMS in accordance with the accepted SDRS.

3.1.16.7.2 Within one year of the Contract Operational Start Date:

- a) demonstrate that an EMS compliant with the requirements of the most recent International Organization for Standardization's ISO 14001: Environmental management systems Requirements with Guidance for Use, is in place at every site where the contractor provides the services set out in the SOW;
- b) support Quality Monitoring of the EMS, including external audits conducted on behalf of the TA, to confirm the adequacy of the EMS for the duration of the contract;
- c) ensure that the EMS is in place; and
- d) respond to Quality Monitoring findings and adjust the EMS accordingly during the Contract period.

3.1.16.7.3 Within two-and-a-half years of the Contract Operational Start Date:

- a) demonstrate that the EMS has been successfully certified by a Registrar;
- b) provide the TA with a copy of the Registration Certificate and maintain the registration for the duration of the Contract, subject to ongoing audits as deemed appropriate by the Registrar; and
- c) submit records of Registrar audit findings to the TA for review without delay.

3.1.16.7.4 Support custodians in achieving environmental commitments set out in their respective SDS's and the sustainability requirements of the national BMP Call Letter.

3.1.16.7.5 Increase environmental awareness of employees and other resources under the contractor's authority.

3.1.16.7.6 Encourage green travel for contractor employees and other resources under the contractor's authority performing work, for approved travel.

### **3.1.17 Apply the Heritage Conservation Program**

3.1.17.1 Apply the Heritage Conservation Program in accordance with the accepted SDRS.

### **3.1.18 Harmonize Standards-based Management Systems**

3.1.18.1 Implement the harmonized standards-based management systems strategy, in accordance with the SDRS.

### **3.1.19 Manage Information, Report and Keep Records**

#### **3.1.19.1 General**

3.1.19.1.1 Manage information in accordance with the Information Management Methodology specified in the accepted SDRS.

3.1.19.1.2 Provide support to the TA and other key stakeholders to clarify specific situations and provide in-depth knowledge required to ensure effective decision-making, including ad hoc reports, analyses and briefings.

### **3.1.19.2 Collect and Organize Information**

3.1.19.2.1 Collect and organize information, and manage records and data necessary to:

- a) meet legislative and policy requirements for business administration and auditing purposes;
- b) support service delivery and meet reporting requirements arising from legislation governing the provision of services set out in the SOW;
- c) identify gaps in information; and
- d) track and report performance and quality results.

3.1.19.2.2 Manage the quality of information and data to ensure its accuracy and completeness, and ensure file formats and standards are consistent with PWGSC standards, or as requested.

3.1.19.2.3 Apply the security classifications set out in the TB Guideline for Employees of the Government of Canada: Information Management (IM) Basics.

3.1.19.2.4 Use applicable asset identifiers as amended from time-to-time to report on performance.

### **3.1.19.3 Provide Information Access and Reporting**

3.1.19.3.1 Prepare and submit real property management information and building operational information electronically, including planning, inspection, O&U, project, performance, quality and other information, in accordance with the SDRL.

3.1.19.3.2 Submit the information specified in the Information Management / Information Technology (IM/IT) Requirements Annex to the Contract:

- a) use Canada's Managed Secure File Transfer (MSFT) services; and
- b) encrypt the data using software compatible with that used by Canada, as requested.

3.1.19.3.3 Meet information management and reporting requirements related to Optional Services, in accordance with the SDRL.

3.1.19.3.4 Provide secure access to data and reports hosted by the contractor's operational systems, presented in a format useful to the TA for review, with provision for aggregating, filtering, sorting and exporting information related to the requirements set out in the SOW.

3.1.19.3.5 Provide client application licences and training required, as requested, to facilitate service administration by the TA.

3.1.19.3.6 Support the TA by responding to requests for information and audit information requirements on a timely basis, and as requested.

3.1.19.3.7 Complete Custodian-prescribed forms, in hard copy and PDF formats, and as requested.

### **3.1.19.4 Manage Operational Technical Information**

3.1.19.4.1 Maintain operational technical information up to date, and ensure that:

- a) electrical drawings are kept current and in accordance with PWGSC Policy DP 058 Electrical Safety; and
- b) copies of drawings required for operational purposes are held in a secure area of the building, and that access is only granted to authorized personnel.

3.1.19.4.2 Provide access to electronic and hard copy technical information as requested, without delay.

### **3.1.19.5 Retain and Protect Information**

3.1.19.5.1 Store, back-up, organize and protect information with due regard to security and disaster recovery.

3.1.19.5.2 Maintain and ensure the integrity of documentation required to demonstrate regulatory compliance, meet legislative reporting requirements, meet audit requirements without delay, and assist the TA in Quality Monitoring activities, ensuring that these records are available in an electronic system so that they are readily available for the legislated period of time.

3.1.19.5.3 Keep building O&U information current in a manner consistent with appropriate industry practices.

### **3.1.19.6 Adjust to Changing Information Management and Technology Standards and Interfaces**

3.1.19.6.1 Plan and implement changes to the means of exchanging information with Custodians to benefit from technological advances, changes to PWGSC systems or data and industry standards disseminated by organizations such as BOMA, International Facility Management Association, (IFMA), and Open Standards Consortium for Real Estate (OSCRE), and other changes as requested, in a timely manner.

## **3.2 Comply with Business Administration Requirements**

### **3.2.1 Control Work, Comply with Expenditure Management Requirements and Collect Revenues**

3.2.1.1 Use a WMS in accordance with the accepted SDRS.

3.2.1.2 Manage revenues and expenditures, and control costs:

- a) manage O&U costs, costs associated with the POP and other work in accordance with Work Authorizations and the associated funding levels set out in BMPs, Portfolio Plans and the Contract Plan;
- b) ensure full utilization of funding in accordance with Work Authorizations, in a manner that ensures best value, including monitoring budgets, making proposals to adjust budget line items and seeking authorization to do so;
- c) provide monthly progress reports on BMP, Portfolio Plan and Contract Plan implementation, including:
  - i. status of revenues and expenditures, and
  - ii. variances from the plan and forecasts to year-end against those plans, at the level of detail indicated in those plans and in accordance with the specified Building Classification of Accounts;
- d) prepare annual forecasts of total revenues and expenditures for each portfolio and the Contract, beginning at the end of period five (August 30), for the year ending March 31;
- e) update annual forecasts monthly and provide these to the TA;
- f) obtain and retain information and justification of expenditures in sufficient detail to support Contract invoicing requirements and audits of the Contract; and
- g) submit reports on:
  - i. O&U budget status as required by Custodians,
  - ii. project activity and status,
  - iii. third-party occupancy activity as required by Custodians,

- iv. commission fees, and
  - v. other budget ad-hoc reports as required.
- 3.2.1.3 Certify utility invoices for payment and arrange for payment.
- 3.2.1.4 Collect revenues due to Canada, maintain records of revenues for each portfolio and for the Contract as a whole, and comply with the requirements of the FAA and associated federal Receipt and Deposit of Public Money Regulations, 1997 (SOR/98-128).

### 3.2.2 Comply with Procurement and Contracting Requirements

3.2.2.1 Apply procurement and contracting processes in accordance with the SDRS and ensure best value in the provision of required materiel and services, and when choosing to subcontract:

- a) employ subcontracting practices that:
    - i. are seen by potential subcontractors to be open, fair and transparent and reflect good industry practices,
    - ii. provide ongoing opportunities for participation by industry, including by Small and Medium Size Enterprises (SMEs),
    - iii. result in competitive bidding for subcontracts, and
    - iv. justify deviations from the contractor's subcontracting process, and make related documentation available on request;
  - b) ensure requirements are fully and clearly defined in tender and contract documents, and minimize requirements for amendments;
  - c) apply industry accepted standards and standard industry contract documents where available, such as Canadian Construction Documents CCDC 2;
  - d) respond diligently to industry or PWGSC enquiries concerning the awarding of subcontracts, and inform the TA of unresolved enquiries in a timely manner;
  - e) provide the name of the successful supplier and, upon request, the value of the subcontract to unsuccessful bidders;
  - f) ensure disputes are resolved effectively and do not negatively affect Canada; and
  - g) define the security requirements for contracts and ensure subcontractors meet the appropriate security requirements set out in the Security Requirements Checklist (SRCL).
- 3.2.2.2 Maintain relationships with subcontractors at arms-length, within the meaning ascribed to that term under the Income Tax Act.
- 3.2.2.3 Have emergency contracting measures in place to be able to respond appropriately when time is of the essence.

### 3.2.3 Comply with Technical Audit, Reporting and Liaison Requirements

- 3.2.3.1 Provide complete and transparent access to systems, information and records that support business administration and service delivery processes.
- 3.2.3.2 Support and coordinate with PWGSC, OGD Custodians and other parties engaged in Quality Monitoring, including technical audits conducted by third parties on behalf of Canada.
- 3.2.3.3 Maintain files in good order, ensure that documents and other information are available and kept in a state of audit readiness, and ensure that information required to support audits is available without delay.

3.2.3.4 Plan and support a Comprehensive Technical Audit at the Readiness Checkpoint, which is that time when the contractor and the TA confirm that the contractor's services conform with the SDRS and are sufficiently mature to enable an audit to assure compliance:

- a) to be scheduled at a suitable time following Contract Award, no later than 18 months after the Contract Operational Start Date; and
- b) to validate that the full range of services are being performed, and performance is being measured in accordance with accepted outputs of the Final SDR Acceptance Review, as described in the Manage Contract Transitions section.

3.2.3.5 Collaborate with other parties engaged by Custodians to support the Comprehensive Technical Audit at the Readiness Checkpoint.

### **3.3 Provide Communications and Information Services**

3.3.1 Provide communications and information services to the TA in accordance with the SDRS, to assist in responding to ad hoc and routine requests for information, including:

- a) incident-related requests;
- b) ministerial inquiries;
- c) requests for briefing notes;
- d) media questions; and
- e) requests from the public.

3.3.2 Assist Custodians in meeting evolving information, communication and audit requirements, and unique-to-government information needs related to service delivery or the assets themselves:

- a) provide English and French communications services of an acceptable standard, including environmental scans, research, analysis and evaluation of communications requirements, plans and activities;
- b) provide business communications services, including financial, administrative, technical and operational communications services, such as for incidents, using appropriate software applications;
- c) provide advice and operational planning support for information services;
- d) gather information on issues, risks and problems related to the requirements set out in the SOW:
  - i. collate information,
  - ii. review files and reports,
  - iii. conduct interviews, and
  - iv. analyze correspondence and audit findings;
- e) respond without delay to urgent, ad hoc reporting and communications requirements;
- f) prepare technical and business content in support of strategic plans, presentations and briefing notes and responses to requests for information;
- g) edit documents to be submitted to the TA that have been prepared by the contractor's financial, technical, project management and property management resources; and
- h) prepare reports, presentations, executive summaries, and other communication materials using appropriate software.



### **3.4 Manage Ongoing Change to the Service Delivery Regime**

#### **3.4.1 General**

3.4.1.1 Manage change to the SDR and undertake work in accordance with Work Authorizations, to cover optional services, if Canada has exercised its options for these services, to respond to issues, risks and problems, and to incorporate improvement opportunities, as requested.

3.4.1.2 Propose changes to the SDR for acceptance:

- a) define the proposed adjustments to the SDRS, including associated organizational and resource changes;
- b) present proposed changes to the TA, with the associated rationale and options, in a manner similar to a business case of a standard commensurate with the impact of the change; and
- c) present the proposed changes to other stakeholders.

#### **3.4.2 Conduct Service Delivery Regime Change Acceptance Reviews**

3.4.2.1 Conduct activities leading to acceptance of the changes to the SDR:

- a) describe amended or new roles within the contractor's organization, including the names of key personnel and for other key resources under the contractor's authority; and
- b) provide a phased submission of descriptions of programs, systems, processes, procedures and information templates, demonstrations and samples, and other collateral as required, sufficient to guide how amended services, or optional services, if Canada has exercised its option, will be delivered and how their performance will be measured and their quality assured.

3.4.2.2 Plan and administer SDR Change Acceptance Reviews, to be held at PWGSC facilities in the NCA.

3.4.2.3 Plan each review to be a minimum of one week in duration, unless otherwise requested, as follows:

- a) a Preliminary SDR Change Acceptance Review, to be held no later than three months before the intended change is required, or at a mutually agreed time; and
- b) a Final SDR Acceptance Review, to be held no later than 1 month before the intended change is required, or at a mutually agreed time.

3.4.2.4 Submit a plan for the SDR Change Acceptance Reviews within three weeks after the TA has deemed that such a formal review is required, setting out the proposed approach, schedule with proposed milestones, and deliverables, including:

- a) timing of advance submission of deliverables to be reviewed;
- b) provisions for simultaneous translation;
- c) draft agendas; and
- d) proposed turnaround times for contractor follow-up and response to issues raised.

3.4.2.5 Undertake corrective actions required as a result of each SDR Acceptance Review, and adjust and elaborate the SDRS to obtain written acceptance of it prior to application of the accepted changes, or as otherwise requested, for each change.

### **3.5 Provide Property Management Services**

#### **3.5.1 General**

3.5.1.1 Provide property management services in accordance with the SDRS and associated Work Authorizations.

#### **3.5.2 Provide Services to Protect Built and Movable Heritage Assets**

##### **3.5.2.1 General**

3.5.2.1.1 Provide services to protect built and movable heritage assets in accordance with the accepted Heritage Conservation Program.

##### **3.5.2.2 Provide Services to Protect Built Heritage Assets**

3.5.2.2.1 Ensure that resources are appropriately trained with respect to managing heritage buildings, and attend information sessions offered by PWGSC or by the Federal Heritage Buildings Review Office (FHBRO) as requested.

3.5.2.2.2 Ensure that services for designated heritage assets respect and conserve heritage character, are provided in accordance with FHBRO requirements and meet related obligations.

3.5.2.2.3 Provide services in heritage buildings, landscapes and associated infrastructure, coordinating among specialized architectural, engineering, landscape architecture, technical, and historic material conservation requirements.

3.5.2.2.4 Attend meetings related to the assessment of assets for heritage classification by government authorities, as an observer, as requested.

3.5.2.2.5 Protect the heritage character of Recognized and Classified heritage buildings:

- a) ensure familiarity with heritage values to be protected based on heritage character statements, statements of significance and other guidance documents available to ensure full coordination of services;
- b) ensure O&M work is consistent with protection of the heritage character of heritage assets;
- c) ensure base building information is organized and available, including information on civil, structural, architectural, mechanical, landscape, electrical construction and systems and significant modifications over time;
- d) conduct regular inspections to monitor conditions over time and provide input into maintenance and project plans and priorities;
- e) use condition documentation information to establish trends to measure performance with respect to the objective to protect heritage character;
- f) ensure understanding of historic construction, construction history, structural performance, material characteristics and conditions, building envelope performance, environmental impacts, and to determine primary causes of deterioration of heritage components and assemblies;
- g) develop conservation approaches and treatments consistent with the Standards and Guidelines for the Conservation of Historic Places in Canada;
- h) submit reports, plans, and specifications to FHBRO for review for Classified Heritage Assets;



- i) coordinate requirements and activities, as requested, through PWGSC Regional Heritage Conservation Coordinators and nationally through the PWGSC National Heritage Coordinator, to support monitoring and reporting;
- j) ensure appropriate review and oversight of deliverables and services provided by third parties on designated assets;
- k) review FHBRO intervention review reports and ensure reviews are taken into account in project delivery; and
- l) supplement commissioning activities by providing maintenance information that includes documentation of conservation treatments, materials and methods, and technical maintenance guidelines.

### **3.5.2.3 Provide Services to Protect Movable Heritage Assets**

3.5.2.3.1 Attend information sessions offered internally by PWGSC or by the Canadian Conservation Institute, on identifying and managing moveable heritage assets, as requested.

3.5.2.3.2 Identify requirements and opportunities, and undertake work to assist Custodians in the management of movable heritage assets.

3.5.2.3.3 Ensure that work is consistent with the TB Guide to Management of Movable Heritage Assets.

### **3.5.3 Provide Cleaning Services**

3.5.3.1 Perform interior and exterior cleaning to ensure a sanitary and healthy work environment that promotes Tenant and Occupant satisfaction, enhances Tenants' corporate images, and preserves the value of assets.

3.5.3.2 Maintain a level of cleanliness in accordance with the OI and appropriate to the use of the space, the Asset Class, and specific Tenant needs:

- a) establish acceptable tasks and frequencies for cleaning operations to meet the required level of cleaning services;
- b) adjust the level of service to reflect changes as required;
- c) use environmentally-friendly products certified in accordance with applicable industry standards such as products with the eco-logo or green seal logo;
- d) protect heritage finishes from damage that could be caused by cleaning;
- e) clean cultural property in accordance with the Heritage Conservation Program requirements; and
- f) provide multi-material recycling and waste removal services.

### **3.5.4 Operate Building Systems and Equipment**

3.5.4.1 Operate building systems and equipment 24 hours per day, 365 days per year:

- a) ensure that buildings are available and meet Tenant operational requirements in accordance with OIs, and provide healthy and safe work environments during normal working hours, or as requested; and
- b) coordinate day-to-day operational activities, including those carried out during extended hours of operation with Tenants, as indicated in OIs, or as requested.

3.5.4.2 Operate building systems and equipment in accordance with appropriate industry standards, and government policies and guidelines of the most current release, including:

- a) American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standards for Thermal Environmental Conditions for Human Occupancy and Ventilation for Indoor Air Quality;
- b) CSA S832, Seismic Risk Reduction of Operational and Functional Components (OFCs) of Buildings;
- c) CSA Z204-94 (R1999) Guideline for Managing Indoor Air Quality in Office Buildings;
- d) Health Canada Guidelines for Indoor Air Quality and Drinking Water Quality;
- e) National Joint Council (NJC) – Occupational Health and Safety (OHS) Directive;
- f) CLC Part II; and
- g) National Energy Code of Canada for Buildings.

3.5.4.3 Implement appropriate practices to prevent indoor air quality problems.

3.5.4.4 Establish SOPs consistent with the CLC Part II, keep them current, and provide copies of these when requested.

3.5.4.5 Maintain records on site pertaining to inspection, testing and maintenance in accordance with the National Fire Code, and make structural drawings and assessments available to emergency responders.

3.5.4.6 Immediately report issues and problems associated with indoor air and potable water quality identified as a result of testing.

3.5.4.7 Resolve issues and problems related to health and safety and the provision of working environments that comply with OIs, and provide reports related to resolution of these problems, as requested.

3.5.4.8 Provide operations support to commissioning activities for projects carried out by the contractor and by third parties.

### 3.5.5 Provide Maintenance Services

#### 3.5.5.1 General

3.5.5.1.1 Apply portfolio maintenance strategies consistent with the OMP documented in Portfolio Plans.

3.5.5.1.2 Coordinate maintenance activities with QMS continual improvement activities and ongoing performance measurement, considering occupancy requirements and relevant portfolio factors such as:

- a) Tenant operations and reliability requirements;
- b) class, age, construction details, condition of assets, heritage designation, and exposure conditions; and
- c) O&U costs.

3.5.5.1.3 Ensure that systems and equipment requiring maintenance are identified, and record applicable data, drawings, manuals and other information in the CMMS.

#### 3.5.5.2 Maintain Buildings

3.5.5.2.1 Conduct maintenance in accordance with portfolio maintenance strategies.

3.5.5.2.2 Appropriately identify and label systems and equipment and include associated information in the CMMS.

3.5.5.2.3 Undertake maintenance based on evidence of need:

- a) ensure a safe, healthy and productive work environment for Occupants;
- b) meet Tenant requirements for building availability, and system and equipment reliability;
- c) ensure cost-effective operations and that asset and equipment systems perform at peak efficiency;
- d) comply with warranty requirements;
- e) preserve asset integrity and the value of capital investments, and realize the maximum economic life expectancy of systems and equipment;
- f) demonstrate due diligence and minimize legal exposure to Canada; and
- g) provide effective analysis, decision-making and planning for future repair programs, capital investments and re-commissioning of assets.

3.5.5.2.4 Manage, assemble, organize and retain system and equipment data, drawings and manuals and schedules:

- a) identify, schedule and implement predictive, preventive and corrective maintenance inspections, tests, analyses, surveys, checks, treatments, tasks and monitoring based on legislated requirements and appropriate industry standards and practices;
- b) plan and schedule maintenance to minimize disruption of Tenant operations and to minimize related costs;
- c) coordinate scheduling of maintenance that might disrupt Tenant operations with the TA and the Tenant; and
- d) provide a minimum of two weeks advance notice, or other period, as requested, to the TA, Occupants, and Tenants of proposed shutdowns and other work that may disrupt Tenant operations, to allow time for contingency planning.

3.5.5.2.5 Inspect and maintain equipment and systems, correct minor deficiencies, schedule and implement maintenance and repairs identified during inspections, and record maintenance activities.

3.5.5.2.6 Monitor maintenance activities on a continual basis to ensure compliance with life safety, health and environmental legislation.

3.5.5.2.7 Provide certification annually that inspection, testing and maintenance of life safety, health and environmental systems and equipment have been performed in accordance with legislative requirements and policy, and that life safety, health and environmental systems and equipment meet legislative requirements.

3.5.5.2.8 Analyze building maintenance management data and initiate corrective action accordingly:

- a) benchmark operating, maintenance and repair costs; and
- b) analyze issues and trends in key areas, such as system and equipment failures and unscheduled repair costs and make recommendations for improvements.

3.5.5.2.9 Analyze maintenance problems, prepare reports and maintain records and data to achieve the optimum balance between repairs and predictive, preventive and corrective maintenance activities.

3.5.5.2.10 Measure maintenance results, including building, system and equipment availability, downtime and O&U costs, and provide maintenance management information as requested.

3.5.5.2.11 Provide technical support to project commissioning activities for projects carried out by the contractor and by third parties.

3.5.5.2.12 Use maintenance information as inputs to planning and project identification for capital improvements, repairs and re-commissioning.

3.5.5.2.13 Monitor the effectiveness of portfolio maintenance strategies and the OMP, and make improvements and adjustments to practices, processes and resources to reflect the results of experience, to meet requirements of legislated and regulatory changes, manufacturer recalls and changes in industry practices and to ensure cost effectiveness.

### 3.5.6 Provide Environmental Management Services

3.5.6.1 Use the EMS to manage the provision of environmental services.

3.5.6.2 Comply with applicable environmental legislation, and establish processes that meet the requirements of applicable environmental policies and related guidance.

3.5.6.3 Report on environmental activities in accordance with the SDRL, and collect, maintain and make environmental data available, as requested, using appropriate, industry-recognized tools such as Greenup, Leadership in Energy and Environmental Design (LEED) and Green Globes tools.

3.5.6.4 Conduct environmental performance assessments for individual buildings on a five-year cycle, using an acceptable industry-recognized tool such as BOMA BEST or LEED EBOM.

3.5.6.5 Undertake approved work to meet Custodian SDS targets and monitor progress, and report quarterly and, as requested, on performance against these plans.

3.5.6.6 Comply with the requirements of PWGSC's Environmental Compliance Management Program (ECMP) and provide information that Custodians require to determine whether proposed activities qualify as projects as defined by the Canadian Environmental Assessment Act (CEAA), and whether an environmental assessment is required.

3.5.6.7 Comply with mitigation measures and follow-up requirements, as requested, consequent to environmental assessments of projects.

3.5.6.8 Provide support, identify requirements and undertake work to ensure compliance with the Canadian Environmental Protection Act other applicable environmental legislation, such as the Transportation of Dangerous Goods Act, Canada Environmental Assessment Act, Species at Risk Act, The Navigable Waters Protection and The Canada Water Act and the Fisheries Act.

3.5.6.9 Collect, maintain and make available environmental performance data, as requested:

- a) ensure that data is available no later than May First; and
- b) conduct environmental benchmarking, reporting and data management services, as requested.

3.5.6.10 Apply prudent environmental processes and practices, and use environmentally friendly products in the delivery of services.

3.5.6.11 Conduct annual compliance self-assessments for individual buildings, to identify non-compliance.

3.5.6.12 Support PWGSC in conducting Quality Monitoring and Due Diligence Review (DDR) process audits as set out in PWGSC's DDR guidance documents, as requested.

3.5.6.13 Recycle construction materials as part of non-hazardous waste management and recycling.

- 3.5.6.14 Identify opportunities and make recommendations to reduce greenhouse gas emissions to meet requested targets as part of the BMP and Portfolio Plan development processes.
- 3.5.6.15 Manage halocarbons, and meet PWGSC reporting requirements in accordance with the Environmental Code of Practice on Halon 1/RA-3.
- 3.5.6.16 Conduct waste audits, as requested, and make recommendations for improvements.
- 3.5.6.17 Manage contaminated sites and hazardous waste, as requested:
- a) advise the TA when seeking permits and arranging for the removal or disposal of Polychlorinated Biphenyls (PCBs); and
  - b) arrange, as requested, for the collection, storage, transfer and final disposal of hazardous waste as defined by the legislative authority having jurisdiction, in accordance with legislative requirements and Custodian practices, provided these are not in conflict with applicable law, and in case of conflict, seek guidance from respective legislative authorities.
- 3.5.6.18 Identify species at risk and advise the TA accordingly.
- 3.5.6.19 Employ effective processes and practices for:
- a) managing petroleum and associated storage tanks;
  - b) managing asbestos;
  - c) implementing integrated pest management;
  - d) reducing water consumption;
  - e) managing water run-off;
  - f) managing wastewater;
  - g) minimizing paper consumption; and
  - h) managing other environmental concerns and initiatives, as requested.
- 3.5.6.20 Include environmental emergency response planning input as part of building-specific environmental emergency response plans in emergency planning and take immediate action to manage and mitigate the impact of environmental incidents and emergencies.
- 3.5.6.21 Maintain an Inventory of Regulated Systems, Building Equipment and Components documented in accordance with the SDRL.

### 3.5.7 Coordinate Property Management Services for Multi-building Sites

- 3.5.7.1 Plan work in BMPs for individual buildings located on designated multi-building sites considering opportunities for coordination, economies of scale and grouping of similar work at the site to provide best value and reduce overall down-time.
- 3.5.7.2 Ensure that property ownership limits associated with multi-building sites are fully understood and documented, illustrating ownership, with readily accessible plans available at appropriate sites.
- 3.5.7.3 Coordinate and ensure that there is no conflict or overlap of requirements where other parties such as the NCC are providing related services, for example, for public roadways and agreements providing for public access.
- 3.5.7.4 Coordinate work with utilities providers and other organizations responsible for services such as information technology and telecommunication services as requested.

### 3.5.8 Manage Energy and Utilities

3.5.8.1 Supply and manage the use of energy in accordance with each portfolio energy management strategy using the EnMS.

3.5.8.2 Provide for the most cost-effective, reliable supply of energy and utilities:

- a) arrange for contracts by tender or negotiations for the reliable provision of fuel oil, natural gas and electricity at the lowest possible rates, except where bulk purchase has been arranged by PWGSC or the Custodian;
- b) present utility contracts managed on behalf of Custodians to the TA for execution;
- c) investigate and recommend subscription to incentive and subsidy programs offered by utility companies and federal, provincial and territorial governments; and
- d) investigate procurement opportunities with other commercial or industrial organizations to reduce the cost of commodities through economies of scale, and present related proposals to the TA for execution.

3.5.8.3 Administer energy and utility contracts:

- a) ensure delivery is in accordance with contracts and validate delivery slips and invoices;
- b) track invoice quantity and cost data and review utility charges to ensure that rates are correct and to identify savings; and
- c) compare meter readings with billing data and record building consumption data.

3.5.8.4 Maintain information on energy and utility consumption and on changes affecting energy consumption:

- a) use an industry-recognized energy monitoring and analytic database software tool, compatible with PWGSC's energy reporting system, to manage and report building and overall energy and water usage;
- b) provide associated building energy consumption and building area data and measure performance; and
- c) analyze energy and utility use monthly, indicating deviations from planned consumption, reasons for variances and recommended corrective action.

3.5.8.5 Manage building and portfolio energy in accordance with an EnMS:

- a) manage energy use and adjust building operations to ensure efficient energy performance:
  - i. schedule operations to reduce demand during peak loads,
  - ii. implement load-shedding strategies,
  - iii. tune-up equipment,
  - iv. monitor HVAC and lighting systems efficiency, and
  - v. institute optimum equipment servicing and minor repairs;
- b) establish measures to reduce energy utilization outside of Tenant operating hours through actions such as temperature set-back, and equipment shutdown;
- c) regularly inspect and calibrate meters in accordance with manufacturers' recommendations;
- d) identify and recommend opportunities for installation of additional meters to improve cost allocation, data collection and tracking of energy use;
- e) perform energy audits within the first year of the contract if an audit has not previously been completed and funding has been provided in associated Work Authorizations:
  - i. update previous energy audits on a five-year cycle, to reflect changes that have occurred,



- ii. identify opportunities for operational adjustments, minor and major energy retrofits, and upgrades, and
- iii. develop detailed proposals for energy retrofits, complete with business cases, identifying options, cost payback periods, return on investment and priorities;
- f) engage building Tenants in implementing the EnMS;
- g) make recommendations for re-commissioning selected energy systems in BMPs, on a three-, to five-year cycle;
- h) implement approved energy retrofit projects and track and report on results in relation to the approved business case, applicable commissioning reports and as requested;
- i) incorporate energy efficient technologies in project design activities; and
- j) collect energy performance data, monitor results achieved from implementing the EnMS, including actual energy savings, report annually and conduct benchmarking.

### 3.5.9 Provide Grounds Upkeep and Landscaping Services

3.5.9.1 Provide grounds upkeep and landscaping services appropriate to the needs of each building and in accordance with applicable environmental standards.

3.5.9.2 Provide landscaping services:

- a) maintain lawns, flowerbeds, trees, shrubs, vines and land;
- b) maintain civil infrastructure, including sidewalks, roads, bridges, parking lots, pedestrian tunnels and drainage ditches; and
- c) provide bulbs and annuals as required, and replace dead or missing perennials, shrubs, turf and trees.

3.5.9.3 Conduct seasonal grounds upkeep:

- a) conduct tree replanting programs;
- b) control pests using integrated pest management practices in accordance with the Provide Other Building Services section;
- c) maintain:
  - i. pavement, parking areas, roads, walkways and bicycle paths,
  - ii. hiking paths and wooded areas,
  - iii. fences and walls, and
  - iv. courtyards terraces and exterior furnishings;
- d) maintain exterior signage;
- e) maintain exterior civil, mechanical and electrical systems, such as fountains, pools, irrigation and lighting;
- f) prepare building grounds for winter;
- g) remove snow and ice from building entrances and exits, steps, ramps, sidewalks, driveways and parking areas to ensure public safety and support Tenant operations, and ensure monuments, trees, shrubs, fences and walls of buildings are free of blown, ploughed or piled snow;
- h) carry out spring clean-up and prepare building grounds for summer;
- i) collect litter and empty garbage from waste receptacles;
- j) empty and maintain ashtrays;
- k) sweep hard surfaces; and
- l) protect heritage features from damage from grounds upkeep and landscaping services.

3.5.9.4 Maintain common use fixtures and furnishings, including bicycle racks, picnic tables and other conveniences as requested.

3.5.9.5 Maintain monuments and gravesites in accordance with the Heritage Conservation Program and the Provide Other Building Services section.

3.5.9.6 Maintain and upkeep vacant land and wooded areas as requested and remove hazards considering risks to health and safety and due diligence requirements:

- a) clear brush; and
- b) conduct arboriculture.

3.5.9.7 Administer the arrangements between PWGSC and the NCC, which provides grounds and landscaping services to PWGSC for some properties in the NCA, as requested.

### 3.5.10 Provide Common Services

3.5.10.1 Manage common services to other buildings and grounds on designated multi-building sites as requested, such as services provided by Central Heating and Cooling Plants (CHCPs), ensuring that these services meet the operational requirements of individual buildings.

3.5.10.2 Provide common services as requested, including:

- a) distribution of electrical, heating and cooling and other utilities;
- b) site-wide energy monitoring and metering, utility billing to individual buildings and associated data acquisition and analysis;
- c) provision of utility billing inputs for individual buildings and associated data acquisition and analysis;
- d) building time-scheduling, and management of electrical power systems, including emergency power, dispatching, monitoring and operations;
- e) identification of improvements for multi-building site energy management;
- f) planning for new and increased electrical loads and metering; and
- g) street light servicing.

3.5.10.3 Coordinate work with utilities providers and others responsible for other services such as information technology and telecommunications, as requested.

3.5.10.4 Provide environmental protection and conservation services as requested, including:

- a) sanitation and garbage pick-up;
- b) potable domestic and drinking water;
- c) surface water quality and monitoring;
- d) groundwater and wastewater pollution prevention and monitoring;
- e) activities related to routine and special sampling, investigations, inspections and report preparation associated with underground storage tanks; and
- f) inputs to Environmental Quality and Compliance Programs.

3.5.10.5 Operate and maintain infrastructure and distribution systems for multi-building sites and common services as requested, including:

- a) heating and cooling distribution;
- b) sanitary sewer system piping;
- c) underground storage tanks;
- d) storm drainage systems;
- e) utility tunnels and cabling;



- f) water resource systems, including drinking water sources, storage and distribution systems;
  - g) emergency standby generation and distribution;
  - h) street lighting;
  - i) distribution systems for electrical and other utilities;
  - j) pad mounted transformers, electrical vaults and fire hydrants; and
  - a) energy management and control systems and the interfaces with individual building management systems.
- 3.5.10.6 Provide, or arrange for the provision of utility locating services as required.
- 3.5.10.7 Liaise with authorities having jurisdiction, as required.
- 3.5.10.8 Report on common services in accordance with the SDR and adjust the SDR as required to document changes in service delivery associated with common services governed by the SDRL.

### 3.5.11 Provide Security Services

#### 3.5.11.1 General

3.5.11.1.1 Provide Physical Security Services in accordance with Custodian security requirements, to ensure that individuals, information, assets and services are safeguarded, and that critical services and operations continue in the event of emergencies.

3.5.11.1.2 Cooperate with Tenants and support them in developing, planning and implementing Tenant security programs.

#### 3.5.11.2 Identify and Comply with Physical Security Requirements

3.5.11.2.1 Comply with physical security requirements of Custodian Departmental Security Officers (DSOs) and, as requested, those of Tenant DSOs, considering security threats, including:

- a) unauthorized access;
- b) work-related violence;
- c) unauthorized disclosure of protected and classified information;
- d) loss of availability of assets,
- e) monetary or heritage loss; and
- f) loss of asset integrity.

3.5.11.2.2 Identify the physical security needs of Custodians and Tenants, considering different threats resulting from the nature of their operations, their location or the attractiveness of their assets, such as:

- a) police establishments;
- b) laboratories;
- c) research facilities;
- d) border crossings;
- e) high-profile offices or offices accommodating prominent public officials; and
- f) offices in high-crime areas.

3.5.11.2.3 Continually assess risks, implement, monitor and maintain appropriate internal management controls, and prevent, detect, respond to, and recover from security threats, issues, problems and breaches.

### **3.5.11.3 Provide Physical Security Services**

3.5.11.3.1 Provide physical security services to ensure that the layout and design of facilities and measures in place are sufficient to delay and prevent unauthorized access to government assets.

3.5.11.3.2 Identify project opportunities and develop and collaborate in the conduct of threat and risk assessments in accordance with the National BMP Call Letter, at five-year intervals or whenever the threat level is altered warranting a new assessment, as requested, and undertake related improvements in accordance with associated Work Authorizations.

3.5.11.3.3 Provide protection, detection, response and recovery services without delay:

- a) provide security for the building envelope and grounds in conformity with the provisions of OIs;
- b) provide physical, procedural and psychological barriers to delay or deter unauthorized access;
- c) provide appropriate devices, systems and procedures to signal the occurrence of attempted unauthorized access;
- d) report security incidents to Tenant DSOs and undertake approved corrective actions in a timely fashion;
- e) investigate, and prepare Incident Reports, for actual or suspected breaches and violations of security, assault, theft, vandalism or other losses as they relate to base buildings, multi-building sites, their contents and grounds;
- f) submit acceptable investigation reports to support decision-making regarding the need for further internal investigation; and
- g) restore full levels of service delivery following incidents.

3.5.11.3.4 Maintain access controls for restricted-access areas and space.

3.5.11.3.5 Provide security guard services required for the general security of multi-building sites, building envelopes, grounds and common areas, as requested:

- a) operate an appropriate number of guard posts and provide up-to-date post orders, defining tasks and distinguishing between mandatory and discretionary guard actions and limitations;
- b) administer and manage contracts with the Canadian Corps of Commissionaires and abide by their right-of-first-refusal to provide services in accordance with the PWGSC Standing Offer for PWGSC buildings; and
- c) ensure that services provided by organizations other than the Canadian Corps of Commissionaires conform to Canadian General Standards Board specification CAN/CGSB 133.1-2008: "Security Guards and Security Guard Supervisors".

### **3.5.12 Conduct Building Performance Reviews**

3.5.12.1 Conduct regular visual inspections of buildings at intervals commensurate with operational requirements.

3.5.12.2 Conduct BPRs and submit BPR Reports in accordance with PWGSC's BPR Call Letter, for acceptance, consistent with the due date and format identified, or as requested, for each building:

- a) research relevant information on the assets and their serviceability;
- b) inspect each asset in a manner appropriate to its use, Asset Class, age, construction details, cladding system, and potential for hidden deterioration;

- c) consult with designated Tenant representatives; and
- d) provide information to support asset planning and budgeting.

### 3.5.13 Provide Commissioning Oversight

3.5.13.1 Apply the Commissioning Oversight Program.

3.5.13.2 Ensure that the requirements of the Provide Project Delivery Services section are met, including that:

- a) property management services required to support commissioning activities are provided;
- b) the commissioning process covers the complete project lifecycle, from concept to occupancy and operation;
- c) project deliverables and outputs are designed, installed, tested and will be operated in a manner that will meet operational requirements;
- d) commissioning is completed; and
- e) assets are effectively placed into operation.

3.5.13.3 Assess each project using an appropriate tool to:

- a) determine the extent of commissioning required, commensurate with project size, scope and complexity; and
- b) document the assessed commissioning requirements in accordance with the Commissioning Oversight Program.

3.5.13.4 Ensure that O&M concerns are resolved, that the quality of commissioning documentation and activities is adequate, and that communication among stakeholders is effective, including Custodians, landlords, operators and property managers.

3.5.13.5 Provide advice and identify opportunities to improve building performance through commissioning, and recommend re-commissioning and retro-commissioning priorities in support of asset management planning.

### 3.5.14 Provide Inventory Management Services

3.5.14.1 Provide services in accordance with PWGSC DP079 and OGD Custodian policies on controllable assets and management and reporting of capital assets:

- a) report capital assets newly acquired on behalf of Canada by the fifth day of the month following the acquisition date;
- b) manage moveable heritage assets in accordance with the Apply a Heritage Conservation Program section;
- c) identify and tag items on controllable asset lists; and
- d) return controllable assets to Custodians by the Contract Completion Date.

3.5.14.2 Maintain the GFE inventory:

- a) maintain building equipment and supplies, other items supplied by Custodians, and other assets procured on behalf of Canada, and include these in the inventory;
- b) ensure that inventories, including O&M consumables, supplies, spare parts and controllable assets are maintained at appropriate levels for the proper operation of each building; and
- c) update the GFE inventory every year, including capital assets, controllable assets and other items acquired on behalf of Canada for the inventory, indicating assets that have been disposed of and the associated rationale for their disposal, including:

- i. building equipment such as shop tools, portable power tools, hand tools, other general building equipment, and specialized tools or equipment such as motorized lifting devices, portable power generators and compressors and specialized window cleaning equipment,
- ii. building supplies and spares such as basic O&M consumables, spare parts and general shop supplies, and
- iii. other items such as furniture, building automation and control equipment, peripherals, networks and system-related equipment, software, audio-visual equipment, mailroom equipment, vehicles and off-road equipment.

### **3.5.15 Provide Other Building Services**

#### **3.5.15.1 Provide Signage Services**

3.5.15.1.1 Provide signage needs identification, procurement, installation, maintenance and removal of base building primary and common-use signage, including:

- a) building exterior signage;
- b) main and floor directory boards; and
- c) direction-finding and room identification.

3.5.15.1.2 Provide Tenant-specific signage in accordance with OIs and as required.

#### **3.5.15.2 Provide Flag-related Services**

3.5.15.2.1 Fly, raise, lower or place Canadian, provincial, territorial and other flags as requested.

3.5.15.2.2 Fly flags at half-mast in accordance with Custodian protocols.

3.5.15.2.3 Arrange for worn flags to be appropriately disposed of and replaced in accordance with TB Directives.

#### **3.5.15.3 Provide Ceremonial Support Services**

3.5.15.3.1 Assist the TA and Tenants in planning, coordinating and delivering ceremonial activities for events held at buildings and on grounds, including official openings, press conferences, unveiling of plaques, monuments or works of fine art, and visits from dignitaries.

3.5.15.3.2 Provide special event support, including assistance, as requested, when Custodians provide other organizations with short-term occupancy agreements to conduct special events or promotions in building lobbies and atriums, or at federal sites.

#### **3.5.15.4 Provide Cultural Property Services**

3.5.15.4.1 Provide cultural property services:

- a) maintain, clean and preserve cultural property and monuments;
- b) establish maintenance and cleaning procedures that will preserve the cultural property following, wherever possible, written direction from the artist, and supplemental advice obtained from the Canadian Conservation Institute or from a material conservation specialist, as requested;
- c) ensure that building cleaning services take into consideration specialized requirements and competencies for cleaning cultural property;
- d) advise and seek the advice of the Canadian Conservation Institute, or as requested, in the event of vandalism, structural failure, accidental damage or other unforeseen change in the integrity of the cultural property; and

- e) review and update the information in the Cultural Property Inventories for the portfolio, and provide an annual report, in accordance with the SDRL.

### **3.5.15.5 Provide Interior Landscaping, Interior Ornamental Plant and Green Roof Services**

3.5.15.5.1 Maintain Custodian interior landscaping assets such as green walls, water features and green roofs.

3.5.15.5.2 Maintain Custodian permanent plantings to a quality and size equal to or surpassing foliage No. 1 grade as described in appropriate industry specifications.

3.5.15.5.3 Maintain Custodian interior ornamental plants, including potted or hydroculture plants, atrium and permanent plantings:

- a) review, maintain and update the Ornamental Plant-Life Inventory annually as at March 31st and provide the inventory data to the TA by May First, for each building;
- b) replace and dispose of Custodian plants that no longer possess good physical characteristics or fail to fulfill their aesthetic function with plant material of the same type and with similar physical characteristics; and
- c) affix appropriate identification numbers if new Custodian plants are acquired.

3.5.15.5.4 Provide and maintain Tenant-owned plants as additional Tenant services.

### **3.5.15.6 Provide Pest Control Services**

3.5.15.6.1 Apply pest control methods in accordance with Integrated Pest Management practices set out in the TB Manual Pesticides Directive Chapter 2-15:

- a) safeguard the treatment area during the application of insecticides and pesticides;
- b) ensure that the treatment area is thoroughly ventilated before Tenants are permitted to reoccupy the space following fumigation or treatment;
- c) use only insecticides and pesticides that have been approved by provincial and municipal authorities having jurisdiction;
- d) ensure that individuals performing the application of pesticides possess active pesticide operator's licences and pesticide exterminator licences; and
- e) ensure that pest control product documentation conforms to Workplace Hazardous Materials Information System (WHMIS) requirements.

## **3.5.16 Provide Third-party Lease and Agreement Administration Services**

### **3.5.16.1 General**

3.5.16.1.1 Administer third-party leases and agreements to maximize revenue, provide a business environment that attracts and retains going-concern businesses, enhances rentable value of adjacent space and creates an ambiance and atmosphere, from a public perspective, complementary to the federal government.

3.5.16.1.2 Administer and keep accounts for third-party leases and agreements in accordance with appropriate industry practice, and:

- a) monitor third-party occupants to ensure compliance with covenants and conditions of leases and agreements, act to resolve deviations and report deviations and issues to the TA;
- b) collect rents;

- c) inspect and audit the books and records of tenants as appropriate and as requested;
- d) obtain a certificate at year-end from tenant auditors or through other appropriate means that confirm the accuracy of reported sales figures;
- e) manage Tenant correspondence and maintain a Tenant Correspondence Log in accordance with the SDRL:
  - i. arrange for the receipt of Tenant correspondence and log it,
  - ii. identify the issues, problems, risks, and actions being undertaken to respond appropriately to these, and actions required of Canada, and
  - iii. indicate the status of actions and results;
- f) prepare related letters, conduct briefings and perform other tasks as needed to effectively manage relations between Custodians and third-party tenants;
- g) resolve disputes with third-party tenants and ensure that such disputes do not negatively affect Canada;
- h) provide support to the Custodian in the event of tenant bankruptcy actions;
- i) monitor lease expiration dates and advise the TA of these within one or two years of the expiration, depending on the scope of the lease;
- j) advise the TA monthly of vacant units and units anticipated to become vacant in the coming 60 days;
- k) advise the TA of proposed changes and renewals of third-party leases and other agreements for acceptance, using the PWGSC Letting Control Sheets and similar documentation for OGD Custodians;
- l) maintain updated Third-party Leasing Files and Other Third-party Agreement Files, in accordance with the SDRL, incorporating relevant information, correspondence, agreements and rent justifications and provide files without delay when requested;
- m) administer and manage Payment In Lieu of Taxes (PILT) and tax requirements; and
- n) represent Custodians at merchant association functions, where these are in place, and provide reports on findings.

3.5.16.1.3 Conduct accounting, manage revenues and expenditures and report on third-party occupancies:

- a) advise the TA of rent overpayments and necessary recovery actions required of Canada without delay;
- b) conduct accounting for third-party leases and agreements and manage the financial relationship with each tenant with a complete audit trail, tracing transactions from initial account entry to final settlement, including separate recording of:
  - i. the amount of rent,
  - ii. O&U costs,
  - iii. percentage rent,
  - iv. revenues from temporary occupancies,
  - v. parking expenditures and revenues,
  - vi. realty taxes,
  - vii. additional rents,
  - viii. other charges or costs, and
  - ix. taxes collected; and
- c) report the transactions identified in the IM/IT Requirements Annex to the Contract, indicating provincial and federal sales taxes individually, where HST is not applicable, and provide ad hoc reports as requested.



3.5.16.1.4 Establish revenue and expenditure data such as tenant inducement costs and base building work for third-party leases, include this information in the BMP and provide it for inclusion in the AMP.

3.5.16.1.5 Develop and implement plans for approval by Custodians recommending actions concerning occupancy defaults and breaches of lease and agreement covenants.

3.5.16.1.6 Conduct lease close-out activities, including reconciliation of final accounts and confirmation and enforcement of lease close-out provisions.

### **3.5.16.2 Provide Third-party Business Promotion Services**

3.5.16.1 Provide third-party business promotion services in accordance with lease provisions:

- a) ensure that Custodians are provided sufficient notice in advance of planned activities;
- b) liaise with third-party tenants and plan and oversee the development and coordination of promotional activities;
- c) prepare related communiqués and marketing and advertising material in both official languages as appropriate, in collaboration with the Custodian, ensuring that the Custodian is properly notified of activities;
- d) track and report expenditures, revenues, trends and other information as required to support associated Work Authorizations; and
- e) monitor third-party tenants to ensure their compliance with covenants and conditions of lease-related business promotion activities.

### **3.5.16.3 Establish Third-Party Agreements**

3.5.16.3.1 Provide services to establish agreements and licenses, other than leases, for use of government space by third parties, in a manner consistent with appropriate industry practices, to maximize revenue and optimize space utilization, unless otherwise requested.

3.5.16.3.2 Provide services for arranging third-party agreements and licenses for use of government space, including negotiations and preparation of documents for execution by Canada for:

- a) partial interests, easements and rights of way;
- b) air rights and rooftop licences;
- c) tenant promotions;
- d) cafeteria and food and beverage outlets;
- e) non-profit occupancies;
- f) daycare and fitness facilities;
- g) co-locations;
- h) telecommunications;
- i) storage;
- j) temporary occupancy; and
- k) parking associated with the third-party agreements.

3.5.16.3.3 Provide services to prepare third-party agreements and license documentation for approval and execution:

- a) ensure third-party occupancies will not adversely affect other occupants;
- b) ensure that third-party agreements take into consideration:
  - i. applicable land use controls,
  - ii. federal, provincial, and municipal government regulations, and

- iii. policies related to accessibility, environment, heritage, health and safety, the Official Languages Act and signage;
- c) recommend and prepare the appropriate type of third-party agreement instrument such as a licence agreement, temporary occupancy agreement, or a memorandum of understanding;
- d) incorporate measures to ensure that issues of ownership, liability, security, construction, maintenance and removal of third-party improvements are identified and effectively managed;
- e) negotiate and prepare licences and other occupancy agreements; and
- f) provide supporting documentation in and Other Third-Party Agreement File in accordance with the SDRL.

### 3.5.17 Provide Parking Services

#### 3.5.17.1 Provide parking services:

- a) develop procedures for allocating and charging for parking;
- b) provide advice and guidance on the implementation of Custodian parking policies and assist in monitoring and evaluating compliance;
- c) act as parking authority for Tenants, Occupants and visitors;
- d) provide accessible parking;
- e) manage and maintain parking facilities and associated systems, equipment and components, including pay stations, meters, signage and access control;
- f) manage parking facilities to maximize revenues within the rates established and market and sell available space;
- g) apply parking rates established by PWGSC for short-, and long-term parking unless requested to establish market rates for approval;
- h) collect and deposit parking fees daily and report in accordance with the SDRL;
- i) act as authorized Constables under the Government Property Traffic Legislation:
  - i. provide the position title and number of resources responsible for parking enforcement, including employees and other resources under the contractor's authority to act in this capacity,
  - ii. undergo training provided by Royal Canadian Mounted Police (RCMP), and
  - iii. administer fines for parking infractions; and
- j) provide the TA with monthly Parking Services Reports, on funds received, in accordance with the SDRL.

### 3.5.18 Provide Additional Property Management Services to Tenants

#### 3.5.18.1 Provide property management services above the levels set out OIs, as requested, as additional Tenants services.

#### 3.5.18.2 Provide additional Tenant-direct property management services, for which Tenants have been delegated authority to provide Work Authorizations, as requested:

- a) negotiate and establish the scope of work and schedule directly with the Tenant, treat them as the client for purposes of the services and ensure work meets their requirements; and
- b) report the additional services to the TA and seek advance approval before undertaking work that could potentially contravene the provisions of the OI or lease.



3.5.18.3 Report additional Tenant property management services, including additional Tenant-direct services, separately from other BMP activities.

3.5.18.4 Provide additional Tenant-direct property management services in OGD Custodian buildings, as requested, noting that the TA may direct that approval of the Custodian is required to proceed.

3.5.18.5 Provide additional property management services not covered under leases, as requested.

## **4 Provide Services to Establish Third-Party Leases**

### **4.1 General**

4.1.1 Provide services in accordance with the SDRS and associated Work Authorizations to lease government space to third parties in a manner consistent with appropriate industry practices, to maximize revenue and optimize space utilization, unless otherwise directed.

4.1.2 Provide services for leasing government space to third parties, including:

- a) retail space, ranging from multi-level retail shopping centres in major office towers, to small ground-level retail tenancies in office buildings, to meet demand for amenities, convenience goods or services;
- b) office space temporarily not required for federal program use; and
- c) parking arrangements associated with leases.

4.1.3 Provide annual feedback on industry trends and practices related to third-party leasing.

4.1.4 Cooperate and participate with the TA during quality monitoring of third-party leasing inspections and provide required resources and supporting information.

### **4.2 Establish Third-party Leases**

4.2.1 Arrange for the provision of lease brokerage services as required.

4.2.2 Market and undertake sales activities aimed at prospective third-party tenants as requested:

- a) undertake studies to analyze investment costs, anticipated future benefits and risk;
- b) evaluate and assess the past performance and likelihood of success of prospective third-party tenants; and
- c) recommend tenancies for approval.

4.2.3 Prepare third-party lease documentation for approval and execution:

- a) prepare commercial retail plans and perform leasing studies as requested, including consideration of investment costs, anticipated future benefits and risk, and recommend the types of tenancy most suited to the space;
- b) ensure third-party occupancies will not adversely affect other government Occupants;
- c) ensure that third-party leases are consistent with applicable land use controls and policies;
- d) recommend the appropriate type of lease agreement;
- e) prepare and submit a Third-party Lease Justification Form, in accordance with the SDRL, when proposing a new Third-party Lease;

- f) incorporate measures to ensure that issues of ownership, liability, security, construction, maintenance and removal of third-party improvements are identified and effectively managed;
- g) negotiate and prepare new and renewal leases, lease surrenders, sublets letting control sheets and related documents using PWGSC prescribed forms, for approval and execution by the TA, following procedures established by PWGSC or as requested; and
- h) provide supporting documentation in a Third-Party Leasing File in accordance with the SDRL, including market analyses describing the nature, quality and location of the space, other local commercial or retail activity, local economic conditions and market activity.

## **5 Provide Lease Administration Services**

### **5.1 General**

5.1.1 Provide lease administration services in accordance with the SDRS and associated Work Authorizations in a manner that:

- a) promotes Tenant and Occupant satisfaction;
- b) provides best value;
- c) contributes to healthy and safe work environments; and
- d) promotes effective relationships with landlords while ensuring that lease requirements are met.

5.1.2 Manage Tenant and Occupant relationships in leased space in accordance with the Tenant Relationship Management Program.

5.1.3 Maintain effective communications with landlords and provide feedback to them on issues and follow-up action being taken.

5.1.4 Cooperate and participate with the TA during quality monitoring inspections of lease administration services, and provide required resources and supporting information.

### **5.2 Respond to Incidents in Leased Space**

5.2.1 Ensure that NSCC calls associated with leased space are managed:

- a) review associated NSCC calls;
- b) confirm that landlords have closed-out calls; and
- c) act and engage landlords as required to follow-up and close-out calls.

5.2.2 Respond to incidents in leased space and seek direction from the TA without delay in the event of incidents resulting in damage to, or unavailability of leased space, and:

- a) provide advice;
- b) coordinate measures to mitigate damage, to monitor repairs and to relocate Tenants, as requested; and
- c) liaise with landlords on an ongoing basis through to close-out of incidents.

5.2.3 Assess incidents and emergencies, prepare incident reports in accordance with the SDRL and provide related advice to the TA and to Tenants.

### **5.3 Provide Lease Planning Services**

5.3.1 Prepare a Lease BMP in accordance with the SDRL and the annual National BMP Call Letter for each leased asset with content similar to the requirements set out in the Provide Planning Services section for Custodian buildings, accommodating for differences between leased and government assets and for variances from lease-to-lease.

5.3.2 Recommend a level of lease administration services, for acceptance to meet operational requirements, taking into account the size and location of the space, the nature of Tenant operations and other relevant factors.

### **5.4 Support the Acceptance of Leased Space**

5.4.1 Inspect and assess base building work and initial Tenant improvements and other work required under new and renewed leases as requested:

- a) conduct accessibility audits as requested, for verification of barrier-free occupant space;
- b) confirm that building systems have been tested, operate as required and meet lease standards;
- c) monitor project and repair work performed by the landlord, witness commissioning, confirm that deficiencies have been resolved and recommend acceptance and payment to landlords as appropriate;
- d) advise the TA if it is not possible to confirm that leased space meets requirements or if space does not meet requirements, and identify deficiencies with recommended remedial actions;
- e) ensure that occupancy permits have been granted for the leased space;
- f) obtain validations and certifications required under leases from landlords by the required date of occupancy;
- g) verify that validations and certifications meet lease requirements and advise the TA of deficiencies; and
- h) document the results in a Lease File, and report on lease transactions in accordance with the SDRL.

### **5.5 Ensure Leased Space and Services Provided by Landlords Meet Requirements**

#### **5.5.1 General**

5.5.1.1 Monitor and verify that leased space and services provided by landlords meet lease requirements and continue to do so if there is a change of ownership of the building, using appropriate commercial practices:

- a) apply a Program of Leasing Inspections to each leased space and common areas, setting out annual inspection requirements to confirm that PWGSC and Tenant operational requirements are being met;
- b) tailor a generic Lease Compliance Checklist to each lease;
- c) confirm that the space and services continue to meet lease requirements and document these in the Lease Compliance Checklist;
- d) examine landlord validations, verifications and certifications required by leases, and other available landlord records and documentation;
- e) conduct tests and measurements as required to verify performance;

- f) analyze service call records and consult with Tenants to determine issues affecting their satisfaction;
- g) confirm that landlords meet lease requirements for base building security services in accordance with lease provisions;
- h) identify and document deficiencies in leased space or services provided by landlords in a Deficiency Report, and include these in the Lease File, noting continual or recurring deficiencies; and
- i) report deficiencies and provide advice to the TA, Custodians and Tenants and act promptly to seek remedial actions by landlords.

5.5.1.2 Support the resolution of issues and effective oversight of leases and prepare letters to landlords.

## 5.5.2 Confirm That Health and Safety Requirements Are Met

5.5.2.1 Apply the Lease OHS Program and confirm that landlords and Tenants meet OHS requirements and comply with applicable legislation:

- a) adjust the Lease Administration OHS Program to the needs of each lease and provide OHS services accordingly;
- b) confirm on a continuing basis that Tenants are fulfilling their OHS responsibilities;
- c) confirm on a continuing basis that landlords are fulfilling their OHS responsibilities, and that they are:
  - i. ensuring that the role of Constructor or Prime contractor is being fulfilled, depending on how it is referred to in applicable jurisdiction, for work performed by them and their contractors,
  - ii. meeting requirements for OHS related to building O&M, repairs, fire safety and evacuation plans, and
  - iii. protecting the health and safety of persons granted access to the workplace, where landlords control security;
- d) collaborate with landlords in emergency response planning;
- e) advise the TA without delay if Tenants and landlords are not fulfilling their OHS responsibilities or if it is not possible to confirm that they are;
- f) support Tenants as requested in developing their emergency plans and validate that they have such plans in place;
- g) attend Tenant Health and Safety Committee meetings as requested and mediate related disputes between landlords and Tenants; and
- h) coordinate and support the resolution of issues between Tenants and Authorities having Jurisdiction.

## 5.6 Coordinate and Provide Requirements Definition Support for Tenant-requested Work

5.6.1 Coordinate with landlords on behalf of Tenants and act as the Tenants' representative during the term of the lease, by eliciting Tenant needs and formally defining their requirements.

5.6.2 Determine whether the landlord will carry out the work to meet specific Tenant requirements:

- a) coordinate with landlords and prepare documents that reflect Tenant requirements;
- b) determine the landlord's capability and willingness to undertake the work; and

- c) advise the TA and proceed as requested if a landlord will not undertake the work.

5.6.3 Coordinate initial Tenant improvements and those undertaken during the term of leases by landlords as requested:

- a) provide advice to project sponsors, whether Custodians or Tenants, and coordinate with landlords of their behalf as projects progress;
- b) assist project sponsors in defining requirements and obtain Tenant approval to proceed;
- c) act as the Tenant's representative for Tenant improvements;
- d) review and validate landlord designs and estimates, advise the project sponsor accordingly, and negotiate revisions as required; and
- e) prepare and process Tenant improvement project documentation for approval by the TA and landlord.

## **5.7 Coordinate Tenant Involvement in the Delivery of Projects by Others**

5.7.1 Coordinate Tenant involvement in projects delivered by landlords on behalf of Tenants, whether carried out by the landlord, other contractors or PWGSC, and:

- a) liaise with landlords;
- b) maintain files with records of discussion and associated correspondence; and
- c) act to resolve issues, report unresolved issues to the TA without delay and proceed as requested.

## **5.8 Administer Expenditures Associated with Leased Space**

5.8.1 Identify and validate rental payments due under leases, calculate additional rent, O&U cost and realty tax adjustments.

5.8.2 Advise the TA on payments due under leases, and provide administrative support to the TA related to making rental payments:

- a) validate the rent roll;
- b) follow up with the landlord to ensure timely invoicing; and
- c) recommend project costs and costs of additional property management services for payment.

5.8.3 Review and validate landlord submissions for reconciling base-year adjustments, O&U costs and realty tax adjustments.

5.8.4 Verify that requested payments or proposed reductions are in accordance with leases and advise the TA of discrepancies or issues.

5.8.5 Review landlord records for tax and cost adjustments as requested and report findings to the TA.

5.8.6 Ensure that realty tax payments under leases are fair and equitable:

- a) analyze calculations of realty taxes:
  - i. ensure fair application of fluctuating taxes and tax allocation methods, e.g. replacement versus income approaches, and
  - ii. consider issues that may affect fairness, such as taxation of adjoining land owned by the landlord;

- b) provide realty tax advice, act to respond to issues and problems and recommend actions required of Canada;
- c) liaise with municipal authorities to maintain ongoing awareness of planned reassessments and follow-up on these; and
- d) make recommendations regarding appeals and payment of taxes.

5.8.7 Track total consideration allowable under the lease approval and advise the TA in advance of potential situations where total consideration might exceed the allowable ceiling.

5.8.8 Recommend accrual adjustments for payment and reconciliation of year-end payments.

## **5.9 Act to Resolve Issues with Landlords**

5.9.1.1 Act to resolve issues with landlords promptly and effectively.

5.9.1.2 If an issue cannot be resolved by the contractor:

- a) provide a report to the TA describing the nature of the issue, action taken by the contractor, options, remedies and recommendations;
- b) meet PWGSC officials to plan how to proceed to resolve the issue; and
- c) provide support in executing the approved plan.

## **6 Provide Project Delivery Services**

### **6.1 General**

6.1.1 Apply the PDR and provide project delivery services in accordance with the SDRS and associated Work Authorizations.

6.1.2 Ensure effective communications with stakeholders throughout the lifecycle of projects.

6.1.3 Apply flexible workforce and resource management mechanisms to respond to unforeseen projects and unexpected changes in project volume.

6.1.4 Develop and maintain an audit-ready Project File for each project in accordance with the SDRL, and submit it to the TA on request without delay.

6.1.5 Collaborate with Custodian project design reviews as requested.

6.1.6 Interact with various organizations as required to ensure effective delivery of projects, such as:

- a) government organizations, including:
  - i. Tenants,
  - ii. Custodian authorities,
  - iii. federal regulatory authorities other federal stakeholders, and
  - iv. PWGSC National and Regional centres of expertise; and
- b) third parties, such as:
  - i. other contractors providing services,
  - ii. municipal, provincial and territorial regulatory and other authorities having jurisdiction,
  - iii. third-party tenants, and
  - iv. landlords.

6.1.7 Manage each POP as an integrated program with projects organized according to six categories:

- a) Construction Project Cost Categories, excluding GST/HST:
  - i. Category I Projects – projects between \$5,000 and \$24,999,
  - ii. Category II Project – projects between \$25,000 and \$999,999, and
  - iii. Category III Projects – projects \$1,000,000 and greater;
- b) Category IV Projects – Other Real Property Projects, which do not include construction; and
- c) projects with tailored requirements for planning, budgeting, approval and control:
  - i. Category V Projects – projects in leased space, which may be treated as Category I, II or III projects with additional provisions related to leases; and
  - ii. Category VI Projects – Tenant projects, which may be construction projects or other real property projects with additional provisions related to Tenant involvement.

6.1.8 Manage risk effectively:

- a) assess project risk using an appropriate toolset and processes, and comply with the requirements of the Manage Risk section; and
- b) triage projects according to their level of risk, complexity and cost in accordance with the needs of each Project Category and the National BMP Call Letter.

## **6.2 Initiate and Plan Construction Projects**

### **6.2.1 General**

6.2.1.1 Initiate and plan construction projects, including:

- a) new construction projects;
- b) repair, heritage conservation and replacement projects;
- c) improvements to extend the life of buildings, enhance their performance or prevent or delay functional obsolescence; and
- d) alteration, fit-up, and refit and space optimization projects.

6.2.1.2 Prepare project-specific OHS plans for each project, and ensure that the plan is tailored to the type of work to be performed and will conform to the building OHS plan.

6.2.1.3 Identify and develop project options to meet requirements in a manner that ensures:

- a) consistency with relevant Custodian portfolio strategies;
- b) consideration of viable options and risk; and
- c) that recommended options will provide best value for Custodians and Tenants.

6.2.1.4 Recommend design solutions consistent with the existing standard of building architectural and engineering components.

6.2.1.5 Identify heritage requirements in accordance with the Heritage Conservation Program, and:

- a) conduct a heritage review for designated buildings and ensure project objectives include protection of heritage character;
- b) provide conservation expertise in construction project development for disposals of federal heritage buildings, as requested;



- c) provide a multi-disciplinary approach to architectural, engineering, technical and material conservation considerations;
  - d) develop options and solutions to meet functional requirements with least harm to heritage character and minimum impact on heritage values while including appropriate conservation treatments; and
  - e) document interventions and provide maintenance information resulting from project work.
- 6.2.1.6 Seek and obtain approval of heritage authorities having jurisdiction, as requested, for projects involving exterior modifications or design changes to federal buildings, for which local legislative provisions may apply, including:
- a) the NCC, for buildings within the NCA; and
  - b) provincial, territorial and municipal heritage authorities.
- 6.2.1.7 Define security requirements, including identification of:
- a) security criteria for projects based on baseline security requirements and a threat and risk assessment suited to each building; and
  - b) options that balance security concerns with protection of the heritage character of heritage assets.
- 6.2.1.8 Include required security specifications in plans, requests for proposals and tender documentation.
- 6.2.1.9 Plan projects with appropriate milestones, and decision points in accordance with Custodian project management frameworks.
- 6.2.1.10 Cooperate and participate with the TA during project quality monitoring inspections and provide required resources and supporting information.
- 6.2.1.11 Prepare project cost estimates consistent with appropriate industry practices and as required to support Custodian approval processes.
- 6.2.1.12 Prepare and submit project initiation and planning documents to support government approval processes in accordance with the requirements for the applicable Project Category, and as requested, including:
- a) Statements of Requirement (SORs);
  - b) project charters, in accordance with Custodian requirements;
  - c) requirements definition and feasibility studies;
  - d) short-, and long-form Investment and Analysis Reports (IARs), including:
    - i. consideration of lifecycle resource consumption and environmental burdens in project investment analyses,
    - ii. lifecycle costing,
    - iii. evaluation of social impacts, and
    - iv. mitigation of negative impacts; and
  - e) completed CEAA procedures and environmental assessments.

## 6.2.2 Category I Project Planning

6.2.1 Plan Category I projects included in the Project Listings of the associated Work Authorizations.

6.2.2 Plan for the substitution of Category I projects as required to meet changing priorities and available funding throughout the year as requested.



### 6.2.3 Initiate and Plan Category II Projects

6.2.3.1 Develop and present project initiation and planning deliverables in accordance with the associated Work Authorization for each Category II project, including:

- a) a SOR;
- b) a scope management description;
- c) a short-form IAR at the preliminary design stage for acceptance;
- d) a schedule management description including the start and end dates at the planning stage, a project network diagram at the definition stage and a project schedule at the execution stage;
- e) the cost management approach including indicative estimates at the planning stage, and substantive estimates at both the final design and tendering stage;
- f) the risk management approach including risk areas and triggers for risk mitigation action at the planning stage, overall risk ranking at the definition stage and a risk response plan at the execution stage; and
- g) an implementation plan for approved projects together with associated performance measures that will be used to measure the attainment of project results and validate assumptions made in IARs.

6.2.3.2 Submit requests for approval to substitute Category II projects on a project-by-project basis and proceed as authorized.

### 6.3 Monitor and Control Construction Project Performance

6.3.1 Monitor and control project performance and change, ensuring that projects are delivered in accordance with Work Authorizations:

- a) ensure that accountability for outcomes is clear, appropriate controls are in place according to the level of project complexity and risk, key project stakeholders are consulted, and outputs and outcomes are monitored and reported; and
- b) provide additional project oversight requirements for selected projects as requested.

6.3.2 Notify the TA and obtain approval to proceed prior to undertaking modifications to projects that require approval, such as changes to the impact on base building systems, scope, cost, schedule and impact on Tenants.

6.3.3 Measure cost, schedule and quality, track deviations from plan and provide associated performance data:

- a) establish baseline estimated project costs using data indicated in the approved IAR for Category II Projects to determine and improve estimating accuracy;
- b) compare estimated and actual project costs and planned and actual schedules at project completion; and
- c) indicate reasons for variances.

6.3.4 Provide monthly updates to the approved POP Listing, in accordance with the SDRL, and participate in monthly project review meetings as indicated in the Manage Stakeholder Relationships section.

### 6.4 Execute Construction Projects

6.4.1 Execute construction projects in accordance with Work Authorizations.

- 6.4.2 Comply with Custodian fit-up standards.
- 6.4.3 Execute Category I Projects, ensuring that they do not exceed the \$24,999 limit and the overall Category I Project cost envelope of associated Work Authorizations.
- 6.4.4 Execute Category II Projects in accordance with the associated Work Authorization for each project, and for each project submit:
- a) an amended IAR at the final design stage prior to tendering, for acceptance; and
  - b) a request for approval to proceed to award the contract if required by the associated Work Authorization.
- 6.4.5 Ensure that the structural, electrical, architectural, mechanical and functional integrity of buildings is maintained.
- 6.4.6 Design and implement projects incorporating materials, methods and workmanship of standards consistent with existing architectural and heritage characteristics, building design, functional use and the Custodian's strategic direction for the building.
- 6.4.7 Conduct more detailed planning and design work as required to respond to unanticipated conditions arising during the performance of physical work, including repairs, construction and in some cases deconstruction.
- 6.4.8 Modify and refine schedules, work breakdown structures, cost plans and estimates, project plans, risk management plans and risk assessments prepared during the project identification stage.
- 6.4.9 Protect building elements that define heritage character from damage during construction activities.
- 6.4.10 Submit completed monthly inventory data for Real Property Betterments and Leasehold Improvements upon completion of projects to be capitalized, in accordance with the SDRL.
- 6.4.11 Manage change to the organizational structure involved in providing the management services set out in the SOW, required as a result of project implementation.
- 6.4.12 Provide security design, construction and modification services:
- a) identify and incorporate security requirements applicable to each construction project stage; and
  - b) submit proposed changes to base building physical security for approval by Custodian DSOs.
- 6.4.13 Provide project-specific security services, and coordinate physical security services with those providing security services in support of projects delivered by third parties.

## **6.5 Provide Commissioning Services**

- 6.5.1 Carry out commissioning activities in accordance with the associated Work Authorization and the commissioning assessment conducted for each project, and:
- a) prepare and implement a Commissioning Plan setting out commissioning activities to be conducted over the lifecycle of the project;
  - b) identify operational requirements, issues and concerns;
  - c) provide input and comments during the design phase;

- d) develop commissioning specifications for testing of equipment, sub-system, systems and integrated systems;
- e) document the concept of operations;
- f) apply heritage conservation specialty knowledge, and engage regulatory authorities having jurisdiction;
- g) inspect and test equipment and systems;
- h) place equipment and systems in operation;
- i) balance equipment and systems;
- j) evaluate performance against the intended design specification;
- k) ensure the timely transfer of project documentation from the project team to those responsible for O&M, including warranty management documents, as-built drawings and updated base building drawings;
- l) prepare and issue operating manuals; and
- m) train building operators.

## **6.6 Deliver Category IV Projects: Other Real Property Projects**

6.6.1 Deliver other real property projects in accordance with the associated Work Authorization, which may require application of specialized technical knowledge and expertise, analysis and superior business and technical written communications competencies, including projects such as:

- a) specialty areas such as:
  - i. sustainability,
  - ii. performance measurement,
  - iii. architecture,
  - iv. drafting services,
  - v. security,
  - vi. interior design,
  - vii. urban studies,
  - viii. engineering,
  - ix. heritage conservation and archaeological studies,
  - x. environmental and contaminated sites, and
  - xi. illumination;
- b) application of conservation specialist knowledge and expertise for heritage assets, including:
  - i. recording of heritage assets and production of Heritage Recording Reports, in accordance with the SDRL,
  - ii. studies to ensure understanding of historic construction, construction history, structural performance, material characteristics and conditions, building envelope performance, environmental impacts, and to determine primary causes of deterioration of heritage components and assemblies, and
  - iii. specialized expertise to document baseline conditions;
- c) conversion services to transfer hard-copy asset information to Computer Aided Design and Drafting (CADD) and other electronic formats;
- d) studies and assessments as may be requested as an outcome of environmental assessments and to support the ECMP; and
- e) services and building studies not involving construction, including:

- i. lease assessments,
  - ii. post-occupancy evaluations, and
  - iii. coordination and planning of professional and technical specialized discipline services;
- f) support for various corporate real estate studies, such as:
  - iii. commercial retail plans, in accordance with associated call letters,
  - iv. divestitures and disposal actions,
  - v. real property agreements, licensing and easements,
  - vi. market analysis and leasing studies and assessment of fair market value,
  - vii. master planning and planning studies, and
  - viii. stakeholder and public consultation; and
- g) professional and technical expertise pertaining to areas such as:
  - i. the legislative environment,
  - ii. feasibility studies, investigations and reports,
  - iii. documentation and communications services, and
  - iv. northern and remote sites.

6.6.2 Plan and manage other real property projects as requested, including:

- a) specific appropriate approaches to the management of scope, schedule, cost and risk;
- b) definition of processes and procedures;
- c) incorporation of specialized expertise and resources; and
- d) required reporting and information and deliverables.

## 6.7 Deliver Category V Projects: Projects in Leased Space

6.7.1 Deliver Category V Projects for leased space in accordance with associated Work Authorizations, including alterations, initial fit-ups and leasehold improvements, as requested, in accordance with the requirements applicable to the project category being delivered, adjusted as requested to provide for coordination with the Landlord.

## 6.8 Deliver Category VI Projects: Tenant Projects

### 6.8.1 General

- 6.8.1.1 Undertake Tenant alterations in accordance with associated Work Authorizations.
- 6.8.1.2 Ensure that Tenant Project file documentation meets the same requirements as for Category I and II projects based on the cost of the project.
- 6.8.1.3 Report completed Tenant projects, including Tenant-direct projects, separately from other BMP projects.
- 6.8.1.4 Manage Category VI Projects that are not Tenant-direct projects as follows:
  - a) analyze SORs;
  - b) develop proposals for solutions, including scope statements, cost estimates and schedules to respond to these requirements;
  - c) prepare draft business case documentation as requested;
  - d) obtain written Tenant approval to proceed with each project;
  - e) notify and obtain approval of the TA in advance before proceeding with projects that could:

- i. have a negative impact on asset integrity, the heritage character of heritage assets, Tenant satisfaction or financial performance, or
- ii. potentially contravene the provisions of the OI or lease; and
- f) notify the TA in advance of modifications to the project.

## **6.8.2 Provide Tenant-direct Project Delivery Services**

### **6.8.2.1 Manage Tenant-direct projects in accordance with Work Authorizations, and:**

- a) negotiate the scope of work and schedule directly with the Tenant, treat them as the client for purposes of the project and ensure work meets their requirements; and
- b) report Tenant-direct projects to the TA and seek advance approval before undertaking Tenant-direct projects that could:
  - i. have a negative impact on asset integrity, the character of heritage assets, Tenant satisfaction or financial performance, or
  - ii. potentially contravene the provisions of the OI between the Tenant(s) and Custodians.

### **6.8.2.2 Undertake Tenant-direct projects in OGD Custodian buildings as requested, noting that the TA may direct that approval of the Custodian is required to proceed.**

## **6.9 Provide Project Management Support to Projects Delivered by Others**

6.9.1 Participate as requested in projects selected by Custodians for delivery by alternative means, whether through Custodian resources or through other parties rather than through the contractor, as advised during the BMP planning process and as part of ongoing planning, and collaborate with stakeholders during their execution, and:

- a) act as the Constructor or Prime Contractor, as defined according to the authority having jurisdiction concerning OHS, unless otherwise requested in writing;
- b) provide on-site coordination and other project support;
- c) communicate and coordinate with Tenants;
- d) facilitate and provide access to restricted access areas and equipment rooms;
- e) plan and conduct system shutdowns; and
- f) provide commissioning oversight in accordance with the Commissioning Oversight Program, and provide commissioning services as requested.

6.9.2 Ensure that provisions are adequate in project-specific OHS plans to cater for involvement of more than one contractor.

## **6.10 Manage Project Warranties and Warranty Information**

6.10.1 Manage project warranties until project close-out and provide warranty information to property managers to enable subsequent warranty management.

## **6.11 Manage Project Technical Information**

6.11.1 Develop and provide technical documentation produced as a result of projects or to record other building changes as required, including:

- a) architectural, mechanical, structural and electrical drawings and specifications;
- b) Building Information Modeling (BIM) data;
- c) shop drawings;
- d) as-built drawings;

- e) single-line diagrams; and
  - f) and other graphical representations.
- 6.11.2 Convert original information to electronic format, as requested, if changes are made to assets for which original drawings are in non-electronic or other form that is not compliant with accepted standards.
- 6.11.3 Manage Custodian-provided CADD drawings in accordance with the requirements of the most recent PWGSC National CADD Standard and the Information Management Methodology :
- a) maintain drawings throughout the lifecycle of projects;
  - b) ensure that drawings are filed with other project information;
  - c) update drawings and return them on project completion using appropriate transmittal forms.
- 6.11.4 Provide electronic CADD master drawing files to the TA in accordance with the SDRL, including:
- a) mechanical, electrical, architectural and structural information from construction projects, for updating of CADD master files; and
  - b) single-line electrical diagram CADD master files.
- 6.11.5 Ensure that CADD construction drawings are available in accordance with PWGSC CADD standards at the project tender stage, and transmit them to the TA as requested.
- 6.11.6 Provide CADD as-built and record drawings and ensure that they represent the project as constructed.
- 6.11.7 Provide electrical diagrams:
- a) update single-line diagrams, and installation and other drawings after completion of work for buildings and multi-building sites, and ensure they are posted in the main electrical room or where required by the users, in accordance with requirements of authorities having jurisdiction; and
  - b) ensure that electrical as-built and single line drawings are kept current and in accordance with PWGSC Policy DP 058 Electrical Safety.
- 6.11.8 Provide other project-specific information:
- a) assemble project specifications using appropriate information formats, typically in PDF format;
  - b) retain originals of signed tender drawings in a secure area not accessible to the public or operational staff;
  - c) assemble and file drawings with other project information and project deliverables using the Information Management Methodology, and maintain an electronic list for ease of reference; and
  - d) send copies of drawings and other project-specific information to the TA as requested.
- 6.11.9 Provide geomatics information as requested, in accordance with PWGSC's National CADD Standard, TB and PWGSC Policies on Information Management, TB Metadata Standards and the TB Standard on Geospatial Data.

## **6.12 Close-out Projects**

6.12.1 Submit completed Project Invoicing Detail Reports, other forms as requested by Custodians upon completion of projects and a final cost report to support associated Work Authorization.

6.12.2 Close-out projects in accordance with the project plan, ensuring relevant stakeholder participation and sign-off.

6.12.3 Conduct project assessments covering the full scope of the PDR and in accordance with the SDRL.

6.12.4 Conduct a project assessment for:

- a) Category I Projects based on a statistically valid, random sample of projects;
- b) each Category II and III project;
- c) Category IV Projects, as requested; and
- d) each Category V and VI Project regardless of project value.

6.12.5 Use a Project Quality Checklist, and Project Assessment Procedure, in accordance with the SDRL, to validate project quality, including design, workmanship and materials, licenses and permits, coordination and commissioning, project cost estimates and the project schedule:

- a) tailor the Project Quality Checklist and the assessment procedure to suit the needs of each project to be reviewed prior to project execution;
- b) complete the project quality checklist at project completion;
- c) provide performance data and an assessment of cost estimating, scheduling and scope results obtained against plan; and
- d) submit the tabulated responses to the Project Quality Checklist, including an analysis of results and recommendations to rectify deficiencies and document lessons learned.

6.12.6 Complete applicable documentation and include it in the Project File:

- a) ensure that as-built drawings are provided at the end of each project and that building drawings are current;
- b) develop a Generic Project File Checklist for each Project Category to measure the completeness and accuracy of project file documentation;
- c) tailor the Project File Checklist to suit the needs of each project; and
- d) conduct a project file review, complete the checklist, and ensure the Project File is complete.

6.12.7 Demonstrate project completion:

- a) use a Generic Project Completion Survey for each Project Category to measure Custodian and Tenant satisfaction regarding project delivery services;
- b) tailor the Project Completion Survey to suit the needs of each project to be surveyed prior to project execution;
- c) conduct project completion surveys, including interviews with commissioning managers, for base building projects or Tenant representatives for Tenant projects; and
- d) submit responses to project completion surveys including an analysis of results and recommendations for further action, intended to rectify deficiencies.

6.12.8 Document lessons-learned ensuring that these are shared across the contractor's project delivery services organization.



## **7 Provide Optional Services**

### **7.1 General**

7.1.1 Provide Optional Services, upon notification that Canada is exercising its option, in accordance with the SDRS and associated Work Authorizations, including:

- a) AMP and BCR services;
- b) space measurement services;
- c) delivery of Category III Projects; and
- d) facilities management services.

7.1.2 Develop supporting plans, processes, performance measures and procedures for optional services and update the SDRS as required to incorporate accepted changes.

7.1.3 Plan for the delivery of Optional Services as part of BMP and portfolio planning processes, once requested,.

### **7.2 Develop Asset Management Plans and Conduct Building Condition Assessments**

7.2.1 Develop AMPs and Level 2 and Level 3 BCRs in accordance with applicable Custodian policies and procedures and the SDRL.

### **7.3 Provide Category III Project Delivery Services**

7.3.1 Deliver Category III Projects as requested and in accordance with the requirements set out in the Provide Project Delivery Services section for Category II projects, and meet supplementary requirements, including decision support, risk management, documentation and other additional project management requirements.

7.3.2 Apply appropriate industry risk management practices consistent with PWGSC's Project Complexity and Risk Assessment (PCRA) methodology, and initiate changes to the SDR, in accordance with the SDRL, to reflect process, deliverable and procedural requirements.

7.3.3 Provide input to briefing notes required to support Custodian approval of capital projects.

7.3.4 Complete a long-form IAR developed in accordance with PWGSC's template and proceed with additional management provisions commensurate with the risk and complexity of the project and as requested.

7.3.5 Make project presentations to various stakeholders as requested and adjust content accordingly to obtain acceptance of the project plan and to support related Work Authorizations.

### **7.4 Provide Space Measurement Services**

7.4.1 Provide space measurement services to Custodians as requested and in accordance with applicable PWGSC policy and standards:

- a) measure space and provide floor plan and base building documentation services;
- b) update existing floor plans and base building drawings and plans;
- c) convert documents that do not meet applicable standards;
- d) prepare new floor plans and other plans in accordance with PWGSC standards; and



- e) validate floor plans provided by landlords and others as requested and document issues and discrepancies in measurement in relation to PWGSC standards.

7.4.2 Provide advice regarding space measurement discrepancies in drawings and plans provided by landlords in support of new leases and lease renewals.

## **7.5 Provide Tenant Facilities Management Services**

7.5.1 Provide facilities management services to Tenants in in Custodian-owned and leased buildings as requested and in accordance with service level agreements between Custodians and Tenants, or lease agreements with third-party tenants.

7.5.2 Provide plans, with defined budgets, schedule, scope and risk, appropriate performance measures and reporting.

7.5.3 Protect the heritage character of heritage assets as part of interior fit-ups and signage in accordance with the Apply a Heritage Conservation Program section and conservation guidelines.

7.5.4 Manage regular and duty-to-accommodate Tenant-administered parking to meet operational requirements:

- a) administer and manage parking and the allocation of parking spaces provided to the Tenant by tracking assignments, collecting parking fees and reporting; and
- b) develop internal allocation processes for the Tenant(s).

7.5.5 Manage and provide functional space planning:

- a) develop business cases, business objectives and IARs, and identify strategies for space-reduction incentives;
- b) perform Tenant needs analysis and manage the space supply and demand relationship, including preparation and maintenance of the space inventory;
- c) determine supply and demand requirements and manage space allocation;
- d) manage space to meet Tenant needs in accordance with Custodian space fit-up standards;
- e) develop space measurement standards to meet third-party Tenant needs;
- f) inspect existing space to confirm compliance with Custodian accommodation standards; and
- g) use Web-based tools to document, track and report on space supply and usage.

7.5.6 Conduct space layout and interior design:

- a) determine space, fit-up, furniture and signage needs;
- b) prepare concepts, detailed plans and specifications and cost estimates;
- c) prepare detailed estimates for furniture and equipment; and
- d) prepare justifications, recommend best options and obtain approvals.

7.5.7 Provide space measurement services for Tenant space.

7.5.8 Manage Tenant relocations and plan and deliver relocation projects.

7.5.9 Manage cable plant:

- a) coordinate and implement surveys and assessments;
- b) perform installations as part of renovation and refit projects;

- c) alter and upgrade existing systems to accommodate Tenant relocation and requirements for changes and additions;
- d) maintain and regularly update records and drawings; and
- e) test, maintain, repair and in the event of damage, restore services.

7.5.10 Support the management, acquisition and installation of Tenant furniture and office equipment:

- a) develop requirements packages and specifications;
- b) prepare documentation for approval for procurement of furniture and equipment through PWGSC Supply Arrangements;
- c) use PWGSC Supply Arrangements and associated tools to acquire furniture;
- d) coordinate the delivery and installation of furniture and equipment and act as Constructor;
- e) provide installation, maintain product spares, and repair furniture, fixtures and equipment;
- f) manage the furniture inventory, including creation or maintenance of furniture location drawings and databases, using a Computer Aided Facilities Management tool; and
- g) keep an inventory of the furniture and its location on behalf Tenants.

7.5.11 Provide sustainability-related services to Tenants:

- a) develop, plan and implement sustainability projects related to Tenant-occupied space;
- b) identify areas of risk or opportunity and support projects related to sustainability objectives;
- c) provide data to comply with service levels, standards, policies and regulations for hazardous and non-hazardous waste activities;
- d) provide hazardous waste services; and
- e) provide pollution prevention and coordinate with hazardous waste management services.

7.5.12 Provide heritage conservation advice and services to:

- a) identify potential heritage collections;
- b) assess heritage value of collections;
- c) manage records on the nature and condition of collections; and
- d) advise on protection and maintenance.

7.5.13 Manage Tenant conference and boardroom booking:

- a) track usage, analyze needs and gaps and recommend improvements;
- b) provide Web-based room reservation services;
- c) provide audio-visual, telephone and data communication support;
- d) provide teleconference and videoconference support;
- e) provide support for provision of food services; and
- f) provide support for provision of translation services.

7.5.14 Provide specialized cleaning services for museum-standard assets and installations located in buildings.

7.5.15 Provide support to Tenants for Tenant emergency response planning and Tenant health, safety and fire protection.

7.5.16 Develop Tenant personnel security policies and standards.

7.5.17 Manage and keep inventories of Tenant keys and manage and issue access cards and security passes on behalf of Tenants.

7.5.18 Monitor compliance with Tenant OHS and fire protection requirements to ensure that Tenant assets, employees and visitors are protected.

7.5.19 Provide Tenant mailroom administration, internal courier services, photocopying services and special event support.

## **8 Manage Contract Transitions**

### **8.1 Manage Transitions during the Contract Term**

#### **8.1.1 General**

8.1.1.1 Collaborate with the TA and manage transitions during the contract term, referred to as In-Contract Transitions involving the addition or removal of assets during the term of the contract.

8.1.1.2 Initiate and obtain acceptance of changes to the SDRS necessitated by the addition or removal of assets in accordance with the Manage Ongoing Change to the Service Delivery Regime section.

8.1.1.3 Manage the In-Contract Transition Period in accordance with an In-Contract Transition Plan in accordance with the SDRL and undertake work to transition inventory to a new SDR, involving a replacement contract and another contractor, or reversion to service delivery by Custodians.

8.1.1.4 Support and coordinate transition activities with Custodians and third parties, as required, to ensure an effective transition:

- a) ensure continuity of building and Tenant operations;
- b) participate in workshops as required;
- c) collaborate with the TA and other stakeholders as requested, potentially including incumbent contractors, leading up to the Operational Start Date for assets being added, and up to the Operational Completion Date for assets being removed; and
- d) establish lines of communication with key parties, including the TA and CA, Tenants and third parties.

8.1.1.5 Within 30 days following written notice of an In-Contract Transition:

- a) designate a single point of contact for the TA to coordinate the In-Contract Transition;
- b) submit an In-Contract Transition Plan setting out how the transition to full operations or terminated operations will be undertaken, including a contingency plan to address unforeseen delays;
- c) submit an amended Labour Resource Plan, for acceptance; and
- d) submit an In-Contract Transition Communications Plan, setting out:
  - i. how and by whom communications requirements will be fulfilled,
  - ii. provisions for informing Tenants and utilities suppliers of the new Contract, including communications protocols and contractor service contacts, to ensure that Tenants do not experience disruptions or reductions in service levels, and
  - iii. provisions for ensuring that third-party revenues are monitored.

### 8.1.2 Undertake In-Contract Transitions to Add Assets

8.1.2.1 Undertake the transition leading up to the In-Contract Operational Start Date for assets being added in accordance with associated Work Authorizations:

- a) consult with the TA, Custodians and Tenants and review existing Building Emergency and Infrastructure Continuity Plans to establish the full capability to respond to emergencies by the In-Contract Operational Start Date;
- b) train resources on fire safety responsibilities and Building Infrastructure Continuity Plans and ensure that they are prepared to deal with emergencies;
- c) minimize disruption to Occupants and ensure continuity of Tenant programs and operations leading up to the In-Contract Operational Start Date;
- d) provide names of contractor labour resources;
- e) establish relationships with key parties including Tenants and others providing services for the added assets;
- f) update information on the GFE, Ornamental Plant and Cultural Property Inventories, and on GFA and Government Furnished Information (GFI) provided at Contract Award;
- g) ensure continuity of building operations and uninterrupted service call response;
- h) obtain required staff security clearances;
- i) train and deploy key staff once security clearances have been obtained;
- j) update the Contact Information List for key contractor personnel at the operational levels;
- k) gather equipment and system data, identify and label equipment, enter data and schedule maintenance using the CMMS for assets not previously included under a service arrangement and for new assets; and
- l) review documentation associated with third-party occupancies and ensure effective management of these arrangements.

8.1.2.2 Within one calendar month following written notice of inclusion of the assets:

- a) validate utility readings as of the In-Contract Operational Start Date;
- b) validate the inventory of agreements, files and reports provided as GFI, applicable to third-party occupancies, and coordinate with the respective contractors to ensure uninterrupted service delivery;
- c) update the door and equipment Key Inventory Sheet;
- d) coordinate with suppliers of novated contracts, to ensure uninterrupted service delivery;
- e) contact existing Custodian contractors whose contracts will be administered by the contractor, to ensure uninterrupted services;
- f) verify the GFA, GFE, cultural property and ornamental plant inventories;
- g) implement processes to provide PIs as of the In-Contract Operational Start Date;
- h) confirm that required staff and other resources under the contractor's authority are in place, trained, familiar with the inventory they will be supporting and security-cleared, and submit an updated Labour Resource Plan reflecting changes; and
- i) review existing BMPs and prepare to implement these plans as of the In-Contract Transition Operational Start Date.

### 8.1.3 Undertake In-Contract Transitions to Remove Assets

8.1.3.1 Undertake the transition leading to the In-Contract Operational Completion Date for assets to be removed.

8.1.3.2 Within 30 days following written notice of assets to be removed:

- a) report on the status of projects that will not be complete before the In-Contract Operational Completion Date;
  - b) notify resources under the contractor's authority including employees and other resources providing the services, of assets being removed;
  - c) provide a listing of existing subcontracts including subcontractor and supplier names and contact information, identification of equipment and services supplied and other information to assist in transition;
  - d) provide documentation on existing warranties;
  - e) provide recommendations on the potential novation of subcontracts and advise designated subcontractors accordingly;
  - f) provide an up-to-date building documentation archive for each asset, including:
    - i. O&M manuals,
    - ii. CMMS records and data,
    - iii. maintenance management records and data in other formats,
    - iv. manufacturer literature and equipment manuals, and
    - v. drawings, warranties, and other building systems and equipment information for each asset;
  - g) provide copies of current building SOPs, building OHS plans, Building Emergency Plans and Infrastructure Continuity Plans;
  - h) provide the assets' Key Inventories and Ornamental Plant and Cultural Property Inventories;
  - i) provide documentation on third-party operations items and files, agreements, leases, reports and other relevant documentation managed on behalf of Custodians; and
  - j) support the TA in transferring the information described above to OGD Custodian, PWGSC or other contractor systems and archives.
- 8.1.3.3 Within two months prior to the In-Contract Operational Completion Date:
- a) provide an updated list of GFE, GFA and GFI; and
  - b) review and update the information in the Ornamental Plant Inventories and Cultural Property Inventories for the portfolio.
- 8.1.3.4 Within 30 days prior to the Operational Completion Date:
- a) provide a status report on projects that will not be complete by the In-Contract Transition Operational Completion Date including a description of outstanding work and recommendations for its completion;
  - b) provide final updates to inventories and documentation provided during the In-Contract Operational Completion period; and
  - c) transmit O&M and other information, data and records retained over the period of the contract to the TA in a manner that will ensure they continue to be persistently accessible for the legislated period of time.
- 8.1.3.5 On the In-Contract Operational Completion Date:
- a) provide a certification that suppliers and subcontractors have been paid for work up to the In-Contract Operational Completion Date;
  - b) return GFE, GFA and GFI;
  - c) provide access to records demonstrating compliance and information supplied in relation to legislative and regulatory requirements governing the delivery of services including the CLC and legislative requirements;
  - d) validate and sign-off on utility readings;

- e) provide documentation on outstanding quality nonconformities as of the In-Contract Operational Completion Date; and
- f) complete and provide a financial reconciliation including revenues and necessary data to determine applicable performance.

## **8.2 Manage the Incorporation of Optional Services**

8.2.1 Provide Optional Services as requested following acceptance of adjustments to the SDR and the SDRS obtained in accordance with the Manage Ongoing Change to the Service Delivery Regime section.

## **8.3 Manage Contract Completion**

8.3.1 Manage the Contract Completion Period in accordance with Work Authorizations and the requirements set out in Attachment 4.

# **9 Provide Work Deliverables**

## **9.1 General**

9.1.1 Prepare, maintain and submit the deliverables set out in the SDRL in accordance with the requirements of the SOW, and the associated DIDs and Work Authorizations.

9.1.2 Seek direction from the TA if deliverable requirements are not clear.

9.1.3 Propose formats for acceptance for deliverables numbered “NA-XX” for which a DID is not prescribed.

9.1.4 Propose a standard format to meet the requirements of each DID in a cost effective manner.

9.1.5 Use existing contractor documents and formats wherever possible to fulfill DID requirements, drawing to the maximum extent possible on existing information contained in contractor documentation and systems.

## **9.2 Distribute and Deliver Documents**

9.2.1 Distribute and transmit deliverables according to contract requirements and provisions.

9.2.2 Submit transmittal letters electronically using the template provided in Attachment 2, together with the deliverable signature page and an electronic copy of the deliverable to TBD (the TA) and TBD (Service Management Coordination Directorate).

9.2.3 Deposit deliverable document master copies in the dedicated electronic drop box using the MSFT, and email a notification of document drop to: [TBD1@tpsgc-pwgsc.gc.ca](mailto:TBD1@tpsgc-pwgsc.gc.ca).

9.2.4 Submit copies of the transmittal letters only, without enclosures to: [TBD2@tpsgc-pwgsc.gc.ca](mailto:TBD2@tpsgc-pwgsc.gc.ca). (The Contract Authority).

9.2.5 Prepare deliverables to meet SDRL item and associated DID requirements as follows:

- a) *Original Document*: maintain official final documents and transfer these to the TA for archiving on completion of projects.
- b) *Master Copy*: submit signed official file copies in the form in which they are intended to be distributed.



- c) *Copies*: submit printed media copies of deliverables as specified in the associated Work Authorization, in a condition suitable for immediate distribution.
- d) *Electronic Data Delivery*: deliver electronic media in accordance with the same delivery schedule as for printed media formats.

9.2.6 Keep electronic documents and data in native format and provide deliverables as set out in associated Work Authorizations in:

- a) hard copy format, ensuring that reproduced copies show actual signatures in lieu of electronic signatures; and
- b) electronic format, which should include an indication of the signature and the date the document was signed.

9.2.7 Maintain native formats of deliverables in the following formats:

- a) PDF files, as the preferred format, to be delivered in accordance with an acceptable release of Adobe Reader <sup>™</sup>; and
- b) MS Word, Excel and PowerPoint as the preferred format for word processing documents, spreadsheets and presentations, respectively, compatible with acceptable versions of MS Windows operating systems.

9.2.8 Include a signature page in documents requiring acceptance as indicated in the SDRL. Indicate TA involvement in the change process for these documents and submit for review and acceptance. Acceptance is limited to the TA, unless otherwise indicated in associated Work Authorizations.

9.2.9 Provide non-deliverable items, for example to support quality monitoring or activities to assure due diligence, as requested.

9.2.10 Apply the document status described in the SDRL, as Draft, Preliminary, Final or Current, to indicate the status of documents as they evolve through their lifecycle.

### **9.3 Control Documentation Change**

9.3.1 Issue documentation change notices whenever minor changes or updates have occurred in final versions of deliverables that have been delivered to PWGSC.

9.3.2 Indicate changes or updates when documents need to be reviewed again by the TA or by the Tenant.

9.3.3 Issue a complete revision of the document and deliver it in accordance with the initial instructions when major changes are required.

9.3.4 Obtain acceptance of proposed changes to documents that required acceptance, before making changes.

9.3.5 Indicate that acceptance is pending on document title pages until acceptance has been received and revise the title and signature pages accordingly upon acceptance.

### **9.4 Obtain Acceptance of Deliverables**

9.4.1 Ensure that deliverables meet the document fidelity and requirements of the SDRL and DIDs, to support their acceptance as follows:

- a) submit documents, whether draft, preliminary, final or current, as part of a review package or individually, as requested; the TA will indicate *accepted*, *accepted with modification* or *as noted*, or *rejected*, within 30 calendar days after receipt of the document.
  - b) the TA will indicate the reason for rejection or conditional acceptance of Final documents that are *rejected* or *accepted as noted*; resubmit the documents within the requested timeframe; the TA will indicate *accepted*, *accepted with modification* or *as noted*, or *rejected* within 30 calendar days after receipt of the document, or as otherwise indicated.
  - c) notify the TA immediately if documents marked *accepted* are found to be based on erroneous information, noting that such prior acceptance will not be construed as a change in contract requirements.
- 9.4.2 Submit deliverables requiring acceptance on time, by ensuring that:
- a) the document is received on or before the contractual due date; and
  - b) the document is accepted during the initial review and acceptance process.

**Attachment 1: Performance Measurement Regime Information**

**Attachment 2: Statement of Work Deliverable Requirements**

**Attachment 3: Requirements for Undertaking the Transition to Full Operations**

**Attachment 4: Requirements for Managing Contract Completion**

**Attachment 5: Summary of SDRL Electronic Transactions**



## ATTACHMENT 1 TO STATEMENT OF WORK

### PERFORMANCE MEASUREMENT REGIME INFORMATION

#### TABLE OF CONTENTS – ATTACHMENT 1

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#### 1 General

- 1.1. There are separate KPIs/PIs for Crown-owned and Leased assets, described respectively in Schedule 1 and Schedule 2 to this attachment.
- 1.2. The TA monitors contractor performance throughout the year using information from PWGSC quality monitoring evaluations and PI and KPI information calculated by the contractor. The evaluation of the contractor's annual performance is completed after March 31st of each year.
- 1.3. Each KPI comprises several PIs and some PIs have several components. Typically, each KPI is allocated a maximum score of 100, distributed across the PIs that make up that KPI. When PIs are suspended, added or modified for a given Fiscal Year, the following rules will apply:
  - when a PI is suspended, the maximum score associated with that PI is removed from the total score available for its related KPI. For example, if a PI worth 20 is suspended, the KPI maximum score will be 80 rather than 100; and
  - when a PI is added or modified, the maximum score associated with the PIs in the KPI will be redistributed as mutually agreed between the TA and the contractor to maintain a maximum score of 100 for the KPI.
- 1.4. The TA and contractor, on a yearly basis, establish a performance range for each PI consisting of a minimum and benchmark. The contractor calculates a PI result at an agreed frequency. The PI result is then used to determine the corresponding PI score as follows:
  - for a PI result equal to or better than the benchmark, the maximum PI score is assigned; Or
  - for a PI result falling within the performance range, a PI score is computed, e.g. using a points-per-unit method; or
  - for a PI result equal to or less than the performance minimum, a PI score of zero is assigned.
- 1.5. At the portfolio level, the contractor aggregates PI results and associated PI scores computed individually to provide the portfolio-level KPI score.

#### 2 Treatment of Nonconformities

- 1.1 Nonconformities are identified by the TA, by the contractor or as a result of PWGSC quality monitoring. Nonconformities that require considerable time to correct will be excluded from PI calculations as requested by the TA.

#### 3 Environmental Management Index

1.1 The Environmental management Index applies to Schedule 1 only.

1.2 The interim PI component (AI-7.1), applicable to the first year of operations under the contract, will measure how many funded assessments the contractor completed. The emphasis in subsequent years will be on engaging a third party to verify the completeness, accuracy and quality of advice from BOMA Best assessments. Where a third-party assessment tool is used to assess environmental performance, the performance assessment results will be imported directly into PWGSC's performance module from the third party's website.

#### **4 Service Call Responsiveness Index**

1.1 The Service Call Responsiveness Index applies to Schedule 1 only.

1.2 The principle objective in responding to service calls is to close a service call upon completion of work and have it remain closed thereafter. The contractor responds to tenant service calls related to building O&M as directed by PWGSC's NSCC. The NSCC monitors the elapsed time between dispatch of a service call and the reported time of response, including the status of the service, which is defined as either "Completed" or "On Hold". The measurement of elapsed time for the percentage of service calls not updated within the expected update period does not include weekends or statutory holidays. Re-opening closed service calls occurs when the Tenant:

- reports work as not complete at a time that is past the maximum service call response time; or
- is not satisfied with the work that was done and has requested that the service call be re-opened.

1.3 A re-opened service call is one with a work status marked as "Complete" that must be re-dispatched to the contractor. A re-opened service call appears as re-opened in the month in which it was re-opened as opposed to the month in which the first service call originated. Each re-opening of the same service call will count as an individual re-opening in the month in which it occurs.

1.4 The NSCC has a survey process to determine the level of caller satisfaction with the contractor in responding to service calls. The NSCC conducts a random sampling of completed service calls on an ongoing basis for each Portfolio, which is a minimum of 20% at the Portfolio level. The originator of the service call is asked to rate service delivery elements such as timeliness, ease of doing business and quality of work. Each element is rated on a scale of 1 to 4 is deemed Not Applicable (NA):

- 1 = Unsatisfactory
- 2 = Fair
- 3 = Good
- 4 = Excellent

#### **5 Incident Management Index**

1.1 The Index Management Index applies to Schedule 1 only.

1.2 A Critical Incident, due to the nature or duration of the event, results in one or more of the following conditions, referred to as "impact factors":

- loss of productivity;
- injury to individuals;
- damage to property or asset integrity; or
- damage to the environment.

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

- 1.3 The contractor will be considered to have been “at fault” where a Critical Incident is deemed by the TA to be preventable or foreseeable. Once an “at fault” incident has been identified, the number of impact factors affected by the event will be multiplied by a weighting factor of four.
- 1.4 When a Critical Incident is identified, the contractor’s actions with regard to reporting within the first 24 hours will be evaluated as follows:
  - whether the event was reported as per acceptable procedures; and
  - the extent to which required reporting documentation was complete and timely.
- 1.5 Failure of the contractor to satisfy the reporting items indicated above will result in a in a point being added to the Critical Incident result for each item.



**RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets**

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
		maintenance		<b>AI-4.2:</b> Number of scheduled lifecycle maintenance activities for a given month that were not completed within 45 days of their targeted start date	4	#	Monthly	Greater of 10% of # of assets or 7	
	<b>AI-5:</b> POP Progress Index (POPPI)	Measures success in delivering a baseline POP (excludes Tenant Service Projects)	15	<b>AI-5.1:</b> Ratio of number of projects that successfully pass an accepted checklist to the total projects assessed determined through completion assessments conducted by the Commissioning Manager	5	%	Quarterly	80	100
				<b>AI-5.2:</b> Ratio of total project expenditures to end of Q1, Q2 and Q3 to accepted completion milestone amounts for Q1, Q2 and Q3 (determined by applying accepted completion milestone percentages to a baseline budget established for the entire FY in Q1)	Q1=2 Q2=3 Q3=5	%	Quarterly	80	95
	<b>AI-6:</b> Portfolio Building Cleaning Index (PBCI)	Measures success in maintaining building cleanliness to a level that meets occupancy requirements	10	<b>AI-6.1:</b> Ratio of number of successful assessments determined through specific requirements by Asset Class (tailored checklists) to total number of assessments	10	%	Monthly	80	90

**RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets**

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
Satisfaction	AI-7: Environmental Management Index (EMI)	Measures success in improving greening of Portfolio operations and assets	10	<b>AI-7.1: Interim PI:</b> Ratio of BOMA BEST assessments to total number funded for each applicable building, conducted in a given year starting in year +1 to determine whether the building environmental performance is equivalent to a level required to achieve certification	10	%	Annual	85	95
	S-1: Service Call Responsiveness Index (SCRI)	Measures success in responding to tenant-initiated service calls in a timely, professional and effective manner	25	<b>Post Interim PI:</b> Year-over-year check, by a neutral party, e.g. BOMA Canada, of BOMA BEST assessments for completion, accuracy and quality of advice. <b>S-1.1:</b> Response effectiveness ratio expressed as: (total number of calls received in a month minus the number of calls not responded to within allotted time minus number of calls re-dispatched (those marked as "Complete" and reopened)) divided by the total number of service calls received in a month	TBD	%	TBD	TBD	TBD
	S-2: Incident Management Index (IMI)	Measures success in preventing and responding to incidents (critical	25	<b>S-1.2:</b> Survey results based on National Service Call Centre sample of 20% of total number of calls expressed as a percentage satisfied with resolution of their call. <b>S-2.1:</b> Critical and non-critical incident response results based on "at fault" impact factors, and procedure and documentation	15	%	Monthly	80	95
					10	%	Monthly	80	95
					25	#	Monthly	20	14

RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets									
KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
		and non-critical) based on documenting and reporting incidents once they have occurred, including the Contractor's responsibility in preventing or foreseeing the event		requirements not satisfied					
	S-3: Relationship Index (RI)	Measures effectiveness of the relationships between the TA and the Contractor and among the Contractor and others based on a 360° assessment and associated action plan (starts in year +1)	25	S-3.1: Results from a TA assessment of an accepted action plan to address issues arising from an accepted survey of a statistically valid random sample conducted by a neutral party	25	%	Annual	85	95
	S-4: Tenant Service and Tenant Direct Project Satisfaction Index (TSTDPSI)	Measures Tenant satisfaction with Tenant Service and Tenant Direct projects (starts in year +1)	25	S-4.1: Results from a TA assessment of an accepted action plan to address issues arising from an accepted survey covering planning and on time/on budget/on scope conducted by a neutral party.	25	%	Annual	75	95
Financial	F-1: Portfolio Third Party Lease Index (PTPLI)	Measures success in attracting and retaining going concern businesses	20	F-1.1: Ratio of number of units vacant for 60 days or more and number of unit over-holds in excess of 60 days to total	10	%	Annual	15	0

**RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets**

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
				leasable units based on the accepted commercial plan					
				<b>F-1.2:</b> Resolution rate of overdue rent cases expressed as a ratio of successfully completed accepted overdue rent checklists to the total number of overdue rent cases assessed.	6	%	Quarterly	90	95
				<b>F-1.3:</b> Variance between actual to forecast commercial revenue	4	%	Annual	-6	-1.5
	<b>F-2:</b> Cost Control Index (CCI)	Measures success in controlling construction costs to the level described in the final approved work authorization and stabilizing O&M costs	20	<b>F-2.1:</b> POP construction cost control for Category II projects expressed as a ratio of: the number of projects whose variance between total actual cost of the project (including allowable <sup>2</sup> and non-allowable <sup>3</sup> change orders) and final work authorization (including total allowable change orders) is equal to or less than 10% to the total number of Category II projects	10	%	Monthly	80	95
				<b>F-2.2:</b> O&M variance between current year plan and previous year actuals at qualifier level compared to an accepted value for the Consumer Price Index (CPI)	10	%	Annual	BM plus 1.5 %	CPI plus 0.5%

<sup>2</sup> **Allowable Change Orders:** unforeseen site conditions, consequences of an identified risk in the IAR, change of scope and changes to schedule drive indirect costs

<sup>3</sup> **Non-allowable Change Orders:** omission during construction planning and budget omission in the final Work Order



### RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
	F-3: Forecast Accuracy Index (FAI):	Measures: • accuracy of forecast expenditures from different periods to year-end; and • number of carry-over projects	30	F-3.1: POP forecast accuracy: variance between POP year-end actuals and forecast expenditures (including Tenant service and carry-over) at period 3, 6 and 8 to year-end F-3.2: O&M forecast accuracy: variance between O&M year-end actuals and forecast expenditures at period 3, 6 and 8 (at qualifier level) to year-end F-3.3: Ratio of total number of unplanned carry-over projects <sup>4</sup> (incomplete projects) to total approved projects	P3=2	%	Annual	+1.5 & -4	±1
					P6=3				
					P8=5				
					P3=2				
	F-4: POP Cost Efficiency Index (POPCEI)	Measures success in efficiently managing project costs	30	F-4.1: POP cost efficiency: variance between total project costs and total construction costs (costs include change orders but exclude fees)	P6=3	%	Annual	+1.5 & -4	±1
					P8=5				
					10				
					25				
Information Integrity	II-1: Data and Information Accuracy Index (DIAI)	Measures accuracy and completeness of data/information	40	II-1.1: Return Rate of Invoices (based on random sample of line item projects and O&U) expressed as a ratio of number of invoices returned to correct errors during the reporting period to total number of invoices generated during the reporting period	TBD	%	Monthly	65	80

<sup>4</sup> A carry-over project is a project where: (see footnote continuation on next page)

- The contractor has contractually engaged a sub-contractor for a project not completed in the same fiscal year as planned for; and
- The project would need to be identified prior to March 31<sup>st</sup> in the project status as “not complete at year-end”; and
- The project will require funds in the new fiscal year to meet the Contractor’s financial obligation to sub-contractors.

**RP-1 Performance Measurement – Schedule 1 - Crown-owned Assets**

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
			40	II-1.2: Return Rate of Tenant Direct Invoices (same as Return Rate of Invoices above)	TBD	%	Monthly	65	80
				II-1.3: Results of targeted assessments of recordkeeping based on acceptable checklists, e.g. assessing high risk areas to ensure that records are being created and captured and that records are adequate	TBD	%	Quarterly	65	80
				II-2.1: Ratio of project file audit checklist results, based on a project category specific acceptable checklist, to the total number of projects audited	20	%	Monthly	85	100
				II-2.2: Return rate of documents (substandard submissions, e.g. decision documents and plans)	20	%	Monthly	65	80
	II-3: Data and Information Availability Index (DInfoAI)	Measures success in meeting data/information frequency requirements and ad hoc requests from the TA in a timely manner	20	II-3.1 Conformity with SDRL requirements	TBD	%	Monthly	80	95
				II-3.2: Ratio of data/information requests satisfied to total requests	TBD	%	Monthly	70	85



### RP-1 Performance Measurement – Schedule 2 - Lease Administration

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
	<b>AI-3:</b> Maintenance Completion Index (MCI) (applicable to maintenance activities undertaken by the contractor)	Measures success in completing scheduled mandated and lifecycle maintenance	20	<b>AI-4.1:</b> Number of scheduled mandated maintenance activities for a given month that were not completed within 30 days of their targeted start date	16	#	Monthly	8	0
	<b>AI-4:</b> POP Progress Index (POPPI) (applicable to projects undertaken by the contractor)	Measures success in delivering a baseline POP for Category V Projects	20	<b>AI-4.2:</b> Number of scheduled lifecycle maintenance activities for a given month that were not completed within 45 days of their targeted start date	4	#	Monthly	Greater of 10% of assets or 25	Greater of 10% of # of assets or 7
	<b>AI-5:</b> Leased Space Cleaning Index (PLSCI) (applicable to cleaning services not covered under the lease)	Measures success in maintaining leased space cleanliness to a level that meets occupancy requirements	10	<b>AI-5.1:</b> Ratio of number of Category V projects that successfully pass an accepted checklist to the total assessed determined through completion assessments conducted by the Commissioning Manager	10	%	Quarterly	80	100
				<b>AI-5.2:</b> Ratio of total Category V project expenditures to end of Q1, Q2 and Q3 to accepted completion milestone amounts for Q1, Q2 and Q3 (determined by applying accepted completion milestone percentages to a baseline Category V project budget established for the entire FY in Q1)	Q1=2	%	Quarterly	80	95
					Q2=3				
					Q3=5				
				<b>AI-6.1:</b> Ratio of number of successful assessments determined through specific requirements by Asset Class (tailored checklists) to total number of assessments	10	%	Monthly	80	90

**RP-1 Performance Measurement – Schedule 2 - Lease Administration**

KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range	
								Min	BM
<b>Satisfaction</b>	<b>S-1:</b> Service Call Resolution (SCR)	Measures success acting as the Tenant representative to reduce the number of lease administration open service calls in the NSCC	35	<b>S-1.1:</b> Ratio of number of successfully completed lease administration open service call accepted checklists to total lease administration open NSCC service calls	35	%	Monthly	85	95
	<b>S-2:</b> Incident Response Index (IRI)	Measures success in responding to incidents (critical and non-critical) based on timely coordination with the TA, Tenants and landlord including the preparation of incident reports	35	<b>S-2.1:</b> Critical and non-critical incident response results expressed as the ratio of the number of successfully completed accepted process checklists to the total number of incidents	35	#	Monthly	20	14
	<b>S-3:</b> Tenant Service Project Satisfaction Index (TSPSI)	Measures Tenant satisfaction with the contractor's role as coordinator and deliverer of Tenant Service Projects	15	<b>S-3.1:</b> Results from a TA assessment of an accepted action plan to address issues arising from an accepted survey covering project coordination activities for and on behalf of Tenants conducted by a neutral party	15	%	Annual	75	95
			15	<b>S-3.2:</b> Results from a TA assessment of an accepted action plan to address issues arising from an accepted project delivery survey covering, planning and on time/on budget/on scope conducted by a neutral party	15	%	Annual	75	95



RP-1 Performance Measurement – Schedule 2 - Lease Administration										
KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency	Performance Range		
								Min	BM	
Information Integrity	F-3: Forecast Accuracy Index (FAI)	Measures accuracy of leased space: <ul style="list-style-type: none"><li>expenditure forecast from different periods to year-end;</li><li>PAYE forecast; and</li><li>ARYE forecast</li></ul>	40	F-3.1: O&M forecast accuracy (only applies to work undertaken by the contractor): variance between O&M year-end actuals and forecast expenditures at period 3, 6 and 8 (at qualifier level) to year-end	10	%	Annual	+1.5 & -4	±1	
					F-3.2: Lease forecast accuracy: variance between lease year-end actuals for escalation, reality taxes and CPI and forecast calculated amounts at period 8 to year-end	10	%	Annual	+1.5 & -4	±2
					F-3.3: PAYE forecast accuracy: variance between PAYE lease year-end actuals (at the account level) and forecast lease PAYE	10	%	Annual	+1.5 & -4	±2
					F-3.4: PAYE forecast accuracy: variance between ARYE lease year-end actuals (at the account level) and forecast lease ARYE	10	%	Annual	+1.5 & -4	±2
	II-1: Data and Information Accuracy Index (DIAI)	Measures accuracy and completeness of data/information	40	II-1.1: Return Rate of expenditure-related lease documents expressed as a ratio of number of expenditure-related documents returned to correct errors during the reporting period to total number of expenditure-related documents generated during the reporting period	20	%	Monthly	65	80	
				II-1.2: Results of targeted assessments of recordkeeping based on acceptable checklists, e.g. assessing high risk areas to ensure that records are being created and captured and that	20	%	Quarterly	65	80	

RP-1 Performance Measurement – Schedule 2 - Lease Administration							
KPI	Performance Indicator	PI Description	Max Score	PI Components	Component Score	Units	Frequency
							Performance Range
							Min BM
				records are adequate			
	II-2: Deliverable Standards Index (DSI)	Measures adherence to deliverable completeness, accuracy and presentation expectations	40	II-2.1: Ratio of project file audit checklist results, based on a project category specific acceptable checklist, to the total number of projects audited II-2.2: Return rate of documents (substandard submissions), e.g. lease file, leasing inspections, lease compliance checklists, lease assessments, and deficiency reports	20	%	Monthly
							85
							100
	II-3: Data and Information Availability Index (DInfoAI)	Measures success in meeting data/information frequency requirements and ad hoc requests from the TA in a timely manner	20	II-3.1 Conformity with SDRL requirements II-3.2: Ratio of data/information requests satisfied to total requests	10	%	Monthly
							80
							95
							70
							85



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SCHEDULE 3: PERFORMANCE MEASURES FOR LEASE-PURCHASE ASSETS

RP-1 Performance Measurement – Schedule 2 - Lease Administration									
KPI	Performance Indicator	PI Description	Max Score	PI Components		Component Score	Units	Frequency	Performance Range

## **ATTACHMENT 2 TO STATEMENT OF WORK FOR REAL PROPERTY SERVICES**

### **STATEMENT OF WORK DELIVERABLE REQUIREMENTS**

#### **TABLE OF CONTENTS – ATTACHMENT 2**

1	STATEMENT OF WORK DELIVERABLES REQUIREMENTS LIST
1.1	General
1.2	Document Status
2	STATEMENT OF WORK DELIVERABLES REQUIREMENTS LIST
3	DELIVERABLE ITEM TRANSMITTAL FORM
4	DELIVERABLE ITEM DESCRIPTIONS

#### **1 Statement of Work Deliverables Requirements List**

##### **1.1 General**

1.1.1 The SDRL which follows lists the documentation deliverables to meet the requirements of the services set out in the SOW. The SDRL indicates the section of the SOW to which the deliverable pertains, a DID Reference number, its submission requirements and its purpose, whether for information or for acceptance. The SDRL calls up Attachment 6 which provides a summary of SDRL electronic transactions to meet the needs of the IM/IT Requirements Annex to the Contract.

1.1.2 Each DID describes the purpose and required content of the associated deliverable including format and preparation instructions. Each DID has a "Reference" field which may refer to a standard or other form of guidance that the deliverable must comply. Some DIDs mandate the format in the "Preparation Instructions" field. The "Related Documents" field refers to other deliverables that may have supporting information to minimize duplication of information.

##### **1.2 Document Status**

1.2.1.1 Apply the following to indicate the status of documents as they evolve through their lifecycle:

- a) Draft: format and structure of the document are complete. Document details are being developed and should reflect current requirements. To Be Determined (TBD) items are allowed, even to the extent that an entire section can be TBD, provided that requirements for that section have not been developed.
- b) Preliminary: the sections of the document are complete and significant detail has been provided. Some TBDs are acceptable where information is not yet available. Whenever possible, TBDs should include bracketed values that reflect the most current thinking on an item or approach. Example TBD [120° C]
- c) Final: The document is complete. TBDs are allowed only on a case-by-case basis with acceptance by the TA. Updates to the final document are controlled and treated as document revisions.
- d) Current: documents specifically called out in the SOW or SDRL for which the contractor is required to provide periodic updates to reflect changes and to re-submit for review and acceptance or for information.

1. Statement of Work Deliverables Requirements List					
Area	DID Ref.	Deliverable	Purpose	Frequency	Timing
Contract Initiation	CI-1	Service Delivery Regime Specification	For Acceptance	Once	Contract Initiation
	CI-2	Contract Transition Plan	For Acceptance	Once	30 days following contract award
	CI-3	Labour Resource Plan for Contract Initiation	For Acceptance	Once	30 days following contract award
	CI-4	Transition Communications Plan	For Acceptance	Once	30 days following contract award
	NA-1*	Contract Initiation Contact Information List	For Information	Once	30 days following contract award
	NA-2	Preliminary SDR Acceptance Review deliverables	For Acceptance	Once	Four months before Operational Start
	NA-3	Intermediate SDR Acceptance Review deliverables	For Acceptance	Once	Three months before Operational Start
Business Processes	NA-4	Critical Acceptance Review deliverables	For Acceptance	Once	One month before Operational Start
	NA-5	Final SDR Acceptance Review deliverables	For Acceptance	Once	11 months after Contract Award
	NA-6	Copy of the QMS ISO 9001 certification and periodic updates	For Acceptance	When available	Within first 2 years
	NA-7	Service call contact list at the Contract and building level	For Acceptance	Once	Contract initiation

Health and Safety	NA-8	Building OHS Plans, including an OHS Code of Practice	For Acceptance	Once	Operational Start
	NA-9	Project-specific OHS Plans	For Acceptance	As required by the project	As required
	NA-10	Contact list of Contractor personnel responsible for health and safety	For Information	Once	Operational Start
	NA-11	Copies of communications reports and orders received as a result of visits by authorities having jurisdiction	For Acceptance	When requested	When requested
Planning and Special Studies	PL-1	Custodian-Owned Building Performance Review Reports	For Acceptance	Annually	Per BPR Call Letter
	PL-2	Leased Space Building Performance Review Reports	For Acceptance	Bi-Annually	Per BPR Call Letter
	PL-3	Labour Resource Plan and Updates	For Acceptance	Annually for Plan Monthly for Updates	One month prior to BMPs for Plan 5 <sup>th</sup> of the month for Updates
	PL-4	Travel Plan and Updates	For Acceptance	Annually for Plan Quarterly for Updates	One month prior to BMPs for Plan 5 <sup>th</sup> of the month following the end of the Quarter for Updates
	PL-5	Third-Party Leasing Plan	For Acceptance	Annually	Per BMP Call Letter
	PL-6	Custodian-Owned Building Management Plans	For Acceptance	Annually	Per BMP Call Letter
	PL-7	Leased Space Building Management Plans	For Acceptance	Annually	Per BMP Call Letter
	PL-8	Portfolio Plans	For Acceptance	Annually	Per BMP Call Letter
	PL-9	Contract Plan	For Acceptance	Annually	Per BMP Call Letter

	NA-12	Category IV project deliverables	For Acceptance	Per Work Authorization	When requested
	PL-10	Energy audits	For Acceptance	Per Work Authorization	As directed
Contingency Plans	CP-1	Infrastructure Continuity Plans	For Acceptance	Annual updates or per Work Authorization when major changes occur	- Annual updates per BMP Call Letter
Other Property Management Services	PM-1	Threat and Risk Assessments	For Acceptance	When requested	When requested
Managing Agreements	NA-13	Contractual documentation for existing Government contracts for execution	For Acceptance	As required	As required
	NA-14	Report on performance of Government contracts	For Acceptance	Annually	May 1
	NA-15	Contract amendments for Government contracts for execution	For Acceptance	As required	As required
Third-Party Leasing	TP-1	Tenant Correspondence Log	For Information	Provide updates monthly	5 <sup>th</sup> of the month
	TP-2	Third-Party Agreement Justification Form	For Acceptance	As required	As required
	TP-3	Letting Control Sheet	For Acceptance	As required	As required
	NA-16	Third-party leases, licenses, and other occupancy agreements for execution	For Acceptance	As required	As required
	NA-17	Third-party lease surrenders, sublets, assignments and related documentation for execution	For Acceptance	As required	As required
	NA-18	Third-party leasing file	For Information	As required	As required
Lease Administration	NA-19	Lease compliance checklist	For Information	Quarterly	5 <sup>th</sup> of the month following the end of the Quarter
	NA-20	Lease file	For Information	As required	As required

Communications and Information Services		NA-21	Communications products and reports	For Acceptance	When requested	When requested
Project Delivery	NA-22		Project specifications	For Information	As required	As required
	PD-1		Project initiation and planning deliverables for Category II and III projects	For Acceptance	On project initiation	As required
	PD-2		Implementation plans for Category II and III projects	For Acceptance	On project initiation	As required
	NA-23		Commissioning deliverables	For Acceptance	As required	As required
	NA-24		Project warranty information	For Information	Once	On project completion
	NA-25		Project file	For Information	As required	As required
	PD-3		Project assessments of Construction projects	For Acceptance	Once	On project completion
	PD-4		Project documentation for Category V and VI projects	For Acceptance	As required	As required
	NA-26		Building technical documentation and drawings, including BIM data, as built plans, drawings, and diagrams	For Acceptance	Once	On project completion
	OS-1		AMPs - As and when invoked	TBD	TBD	
Optional Services	OS-2		BCRs – As and when invoked	TBD	TBD	
	NA-27		Facilities Management Services reports – As and when invoked	TBD	TBD	
	RP-1		Annual forecasts of revenues and costs for each Portfolio and Contract for the year ending March 31	For Acceptance	Annually	Nov. 1 and as required by the BMP Call Letter
Reporting	RP-2		Monthly progress reports on the Portfolio Plan and the Contract Plan	For Information	Monthly	5 <sup>th</sup> of the month
	RP-3		Monthly reports on revenues	For Information	Monthly	5 <sup>th</sup> of the month

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RP-4	O&U budget status	For Information	Monthly	5 <sup>th</sup> of the month
RP-5	Monthly project activity, year-end forecasts and status reports	For Information	Monthly in general, twice per month for projects > \$1 million	5 <sup>th</sup> and 20 <sup>th</sup> of the month
RP-6	Monthly reports on Commission Fees	For Information	Monthly	5 <sup>th</sup> of the month
RP-7	POP updates	For Information	Monthly	5 <sup>th</sup> of the month
RP-8	Report on completed tenant projects separately from BMP projects	For Information	Once	On project completion
NA-28	Report on results of energy retrofit projects as part of commissioning reports	For Information	As required	As required
RP-9	Report on newly acquired assets	For Information	Monthly	5 <sup>th</sup> of the month
RP-10	Real Property Betterments and Leasehold Improvements reports	For Information	Monthly	5 <sup>th</sup> of the month
RP-11	Report on third party lease transactions	For Information	See SDRL Appendix Table 3	See SDRL Appendix Table 3
RP-12	Report on Leases	For Information	Monthly	5 <sup>th</sup> of the month
RP-13	Report on total consideration	For Information	Monthly	5 <sup>th</sup> of the month
RP-14	Monthly parking reports	For Information	Monthly	5 <sup>th</sup> of the month
RP-15	QMS audit and management reports	For Information	See DID	See DID
RP-16	Nonconformity reports	For Information	Monthly	5 <sup>th</sup> of the month
RP-17	Monthly performance reports at the Portfolio and Contract levels	For Information	Monthly	5 <sup>th</sup> of the month
RP-18	Quarterly performance status reports at the Portfolio and Contract levels	For Information	Quarterly	One week prior to quarterly review meeting

RP-19	Report on Additional Property Management Services	For Information	Monthly	5 <sup>th</sup> of the month
RP-20	Critical Incident reports	For Information	Monthly and as required	5 <sup>th</sup> of the month
RP-21	Service call tracking and reporting	For Information	As required	As required
RP-22	Security Incident Reports	For Information	As required	As required
RP-23	Security Investigation Reports	For Information	When requested	When requested
RP-24	Environmental activity reports	For Information	See SDRL Appendix Table 3	See SDRL Appendix Table 3
NA-29	Report on Indoor Air and Potable Water Quality Problems	For Information	As required	Immediately upon detection
NA-30	Environmental performance assessments for individual buildings	For Information	Every 5 years	May-01
RP-25	Monthly reports on energy consumption and other utility usage	For Information	Monthly	5 <sup>th</sup> of the month
RP-26	Inventory of regulated systems, building equipment and components	For Information	As required	As required
RP-27	GFE Inventory	For Information	Every 2 years and at Contract Completion	May 1 and Contract Completion
RP-28	Cultural property inventory	For Information	Annually or when moved or damaged	May-01
RP-29	Ornamental plant inventory	For Information	Annually	May-01
RP-30	Common Service Performance Reports	For Information	Monthly	5 <sup>th</sup> of the month
NA-31	Ad hoc budget reports	For Information	When requested	When requested
NA-32	Identification of PI continual improvement opportunities for the following year	For Information	Annually	May-01
NA-33	Tenant Satisfaction surveys	For Information	Annually	May-01
NA-34	Incident tracking data and reporting	For Information	As required	As required



		Analysis of incident trends and root causes and recommendations for improvements in BMPs and BPRs	For Information	When requested	When requested
	NA-35				
	NA-36	Annual report on energy savings achieved	For Information	Annually	May-01
Billing and Accounting	BA-1	Billing inputs for individual buildings for common utility usage	For Information	Monthly	5 <sup>th</sup> of the month
Compliance and Due Diligence Support	NA-37	Certification for energy management achievements through industry recognized certification programs	For Information	As required	As required
	NA-38	Environmental compliance self-assessments	For Information	Each building assessed every three years	May-01
	NA-39	Confirmation that annual certification that inspections, testing, and maintenance of life safety and health systems and equipment have been conducted	For Information	Annually	May-01
	NA-40	EMS – records of audit findings	For Information	When requested	When requested
Asset Data and Records	NA-41	Operational data, manuals and records	For Information	As required	As required
Addition and Removal of Inventory	AI-1	In-contract transition plan for changes to the inventory	For Acceptance	When requested	When requested
Incorporation of Optional Services	NA-42	Preliminary Process Definition Review deliverables	For Acceptance	When requested	When requested
	NA-43	Final Process Definition Review deliverables	For Acceptance	When requested	When requested
Changes to the SDR	NA-44	SDR Change Acceptance Review Plan	For Acceptance	When requested	When requested
Manage Contract Completion	CC-1	Contract Completion Plan	For Acceptance	Once	Contract Completion

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3 Deliverable Item Transmittal Form

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**3 Deliverable Item Transmittal Form**

Deliverable Item Transmittal Form <i>(Per deliverable)</i>						
<b>A. DID Number:</b>			<b>B. Purpose:</b>			
<b>C. Work Authorization Number:</b>		<b>D. Contractor:</b>		<b>E. Portfolio:</b>		
<b>1. Title of Deliverable:</b>			<b>2. Subtitle:</b>			
<b>3. Distribution Statement:</b>	<b>4. Frequency:</b>	<b>5. Date of First Submission:</b>	<b>8. Distribution</b>			
	<b>6. As of Date:</b>	<b>7. Date of Next Submission:</b>	<b>a. Addressee</b>	<b>b. Deliverable</b>		
				<b>Draft</b>	<b>Final</b>	
				<b>Original</b>	<b>CC</b>	
<b>16. Remarks</b>			Technical Authority			
			For PWGSC Internal Distribution			
			1.			
			2.			
			3.			
			4.			
<b>F. Submitted by:</b>		<b>G. Date:</b>		<b>H. Accepted by:</b>		<b>I. Date of Acceptance</b>

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**4 Deliverable Item Descriptions**

<b>DID No:</b> AI-1	<b>Title:</b> In-Contract Transition Plan
<b><u>SOW Reference:</u></b> Manage Transitions during the Contract Term	
<b><u>Purpose:</u></b> The In-Contract Transition Plan provides the detailed steps, schedule, and cost for how the Contractor will undertake transitions, such as adding and removing inventory during the contract term.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Follow the instructions for DID CI-2 "Contract Transition Plan", with modifications to the amount and level of detail commensurate with the nature and scope of the transition being undertaken.	

<b>DID No:</b> BA-1	<b>Title:</b> Billing Inputs for Common Utility Usage
<b><u>SOW Reference:</u></b> Provide Common Services	
<b><u>Purpose:</u></b> To provide utility cost and usage information for individual buildings that use common services in order to support billing of these costs by PWGSC.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Provide the following information by building for each common service utility (heating, cooling, water and sewage, electricity) consumed: <ul style="list-style-type: none"> <li>• Building name,</li> <li>• Cost centre,</li> <li>• Utility unit cost,</li> <li>• Units consumed in the month,</li> <li>• Cost for the month (unit cost x units consumed), and</li> <li>• Year-to-date cost.</li> </ul> Prepare one report for the contract, grouping buildings by portfolio and by Custodian.  Use unit costs to be provided by the TA.	

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<b>DID No:</b> CC-1	<b>Title:</b> Contract Completion Plan
<b><u>SOW Reference:</u></b> Manage Contract Completion	
<b><u>Purpose:</u></b> The Contract Completion Plan provides the detailed steps, schedule, and cost for how the Contractor will complete work activities on the Contract and ensure an orderly and successful hand-over of responsibilities and information and data at the end of the Contract.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Include the following the following in the Contract Completion Plan: <ul style="list-style-type: none"><li>• An overview of the Contractor's approach to completing the Contract;</li><li>• A work-breakdown structure of the main activities required for Contract completion;</li><li>• Prioritization of the main activities required;</li><li>• A schedule with key milestones highlighted;</li><li>• Contractor resource requirements and organizational structure;</li><li>• A risk management plan;</li><li>• Costs for Contract completion, with supporting detailed cost work up information; and</li><li>• Key contacts.</li></ul>	

<b>DID No:</b> CI - 1	<b>Title:</b> Service Delivery Regime Specification
<b><u>SOW Reference:</u></b> Obtain Acceptance of the Service Delivery Regime	
<b><u>Purpose:</u></b> The Service Delivery Regime (SDR) describes the Contractor's core organization and the programs, processes, procedures and systems used to meet the requirements of the Statement of Work (SOW).	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> <b>1. Core Organization</b> Describe the Core Organization to be used to deliver the services and meet the requirements of the SOW, including: <ul style="list-style-type: none"> <li>• The organizational strategy;</li> <li>• The types and levels of positions in the Core Organization and their relationship to the SOW;</li> <li>• The internal reporting and governance structure and processes to oversee the organization and ensure it is aligned to meeting the requirements and objectives of the SOW; and</li> <li>• The interface points and governance model to manage the relationship with PWGSC and the other Custodians.</li> </ul> <b>2. Service Delivery Processes</b> Describe the service delivery processes and procedures for each service in the SOW, including, at a minimum, a flowchart of key activities, the strategy for meeting quality and performance objectives, alignment with SOW requirements, the recommended frequency of activities, the standards to be followed and the management and control points involved. The services to be described include: <p><b>General</b></p> <ul style="list-style-type: none"> <li>• Code of Conduct for interacting with Custodians, Tenants, Occupants, the public and other contractors;</li> <li>• Incident and critical incident protocols and processes;</li> <li>• Service Call response processes;</li> <li>• Processes for providing support in administering Government contracts; and</li> <li>• Communications and information services.</li> </ul> <p><b>Business Administration</b></p> <ul style="list-style-type: none"> <li>• Business administration processes and procedures, including:             <ul style="list-style-type: none"> <li>○ Work Management System (WMS) description;</li> <li>○ Description of expenditure management, revenue collection and associated reporting processes;</li> <li>○ Description of procurement and contract management processes;</li> <li>○ A breakdown of the cost accounting associated with the Contractor's cost structure being charged against the contract, documenting the functions, activities and costs included in the fees and those included in allowable costs;</li> <li>○ Description of support to be provided for audit, reporting and liaison requirements; and</li> <li>○ Description of the Contractor's back-office system capabilities.</li> </ul> </li> </ul> <p><b>Planning Services</b></p> <ul style="list-style-type: none"> <li>• Processes and procedures for establishing, maintaining and updating the plans required under the SOW; and</li> <li>• Processes and procedures to support the planning initiatives of Custodians and Tenants.</li> </ul>	

***Tenant Services***

- Tenant Services processes and procedures.

***Property Management***

- Protecting Built and Movable Heritage Assets;
- Cleaning, including tasks and frequencies;
- Building Systems and Equipment Operations;
- Maintenance, including a description of the Contractor's Computerized Maintenance Management System;
- Environmental Management;
- Property Management Services for Multi-Building Sites;
- Energy and Utilities Management;
- Grounds Upkeep and Landscaping;
- Common Services;
- Security;
- Building Performance Reviews;
- Commissioning Oversight;
- Inventory Management;
- Other Building Services, including pest control methods;
- Third-party Lease and Agreement Administration, including:
  - Managing Third-party Leases and Agreements,
  - Establishing Third-party Agreements, and
  - Format for a Third-party Lease File;
- Parking Services; and
- Additional Property Management Services to Tenants.

***Establishing Third-party Leases.******Lease Administration***

- Lease Administration, including:
  - Service levels;
  - The leasing inspection program; and
  - Format for a Lease Compliance Checklist and a Lease File.

***Project Delivery***

- Project Initiation and Planning;
- Monitoring and Controlling Project Performance;
- Executing Construction Projects;
- Commissioning Services;
- Delivering other Projects, including:
  - Category IV Projects – Other Real Property Project,
  - Category V Projects – Projects in Leased Space,
  - Category VI Projects – Tenant Projects, and
  - Project Management Support to Projects Delivered by Others;
- Managing Warranties;
- Managing Project Technical Information; and
- Closing Out Projects, including the format for a Project File.

Include Standard Operating Procedures for each asset group, where appropriate.

Add processes and procedures for Optional Services when these services are invoked.

**3. Quality and Performance Management****3.1 Quality Management**

Provide documentation of the Quality Management System (QMS) that will be used by the Contractor and how it will be implemented to meet the requirements of the SOW, including:

- Details of the Quality Management Plan associated with delivering the services set out in the SOW;
- Strategy and approach to the application of the QMS to monitoring and improving client and tenant satisfaction;
- The quality management processes and procedures to be used, including protocols and schedules for conducting quality management reviews and audits;
- Processes and mechanisms to ensure continuous improvement;
- Processes and schedules for tracking, reporting, and rectifying non-conformances; and
- Details of the audit and assurance processes used to maintain the integrity of the system.

**3.2 Performance Management**

Describe the Performance Measurement Regime that will be used by the Contractor, including:

- The performance measurement data that will be collected;
- How the performance measurement data links to the Performance Indicators (PIs) and the associated PI and KPI calculations;
- The sources of the performance measurement data and how it will be recorded and stored for auditing purposes;
- The Contractor's protocols and schedules for internal auditing and reviews to ensure the continuing relevance and integrity of the performance measurement data being collected;
- The processes and schedules for reporting PIs and KPIs; and
- The processes and procedures for managing performance and rectifying non-performance issues.

**4. Other Management Programs, Systems and Regimes**

Describe each of the following management programs, systems and regimes that will be used by the Contractor to meet the requirements of the SOW:

- Tenant Relationship Management Program;
- OHS Management System (OHSMS);
- Risk Management Program;
- Sustainability Program;
- Environmental Management System;
- Heritage Conservation Program;
- Commissioning Oversight Program; and
- Project Delivery Regime.

Descriptions should include:

- A brief overview of how the program, system or regime design will ensure that the requirements of the SOW are met;
- Policies, objectives and goals;
- Training plans;
- Processes and procedures;
- Communications plans;
- Governance structure, roles, responsibilities, and accountability for program/system/regime



outcomes;

- Reporting;
- Mechanisms for continual improvement; and
- Resources required.

Provide additional information as follows:

***Tenant Relationship Management Program***

- a description of the Tenant Communications Program; and
- methodology for determining level of Tenant satisfaction, including a description of the processes for conducting annual Tenant satisfaction surveys, analyzing results to determine issues affecting Tenant satisfaction and developing action plans to respond to problems and issues.

***OHS Management Systems***

- Distinguish between steps to be taken to support Tenants and those needed to fulfill the role of Constructor;
- Highlight differences between the OHSMS approach for Property Management in Custodian Owned assets and that for Lease Administration;
- Steps to be taken to address Custodian legislative obligations;
- Processes for the identification and control of hazards and emergencies;
- Emergency procedures and identification of people and resources required to deal with emergencies;
- A statement of responsibilities of the contractor's managers, supervisors, employees, other resources under the contractor's authority and persons granted access to the workplace;
- The inspection policy and procedures, including those set out in the CLC;
- Procedures for investigation of accidents, dangerous occurrences and refusal to work;
- Communications and record-keeping procedures; and
- Procedures for involvement of the contractor's workers in the program.

***Risk Management Program***

- A description of the Contractor's risk control practices; and
- A template and description of the Risk Dashboard to be provided on a monthly basis.

***Sustainability Program***

- Approach to ensuring ongoing awareness of heritage stewardship, and environmental and sustainability-related legislation and policies to which Custodians are subject, and guidelines, plans and targets associated with Custodian sustainability strategies;
- Management approach and governance process for developing and maintaining a balanced approach between the financial, environmental, and social and functional elements of the program;
- Tools and approaches to improve options analysis;
- Change management strategies;
- Approaches to sustainable design and selection of sustainably produced or recycled materials, with reference to locally-derived, sustainably-managed renewable resources;
- Plans for the inclusion of sustainable practices into service delivery;
- Linkages to the Harmonized Management Systems and continual improvement strategies;
- Description of the Optimized Maintenance Program; and

- Description of the Energy Management Program.

#### ***Environmental Management System***

- Document the tool(s) used to collect, track and store environmental data; and
- Document the tool used to conduct building environmental performance assessments.

#### ***Commissioning Oversight Program***

- Demonstrate how the program aligns with the requirements of the CSA Z320 Building Commissioning Standard; and
- Provide a Commissioning Assessment template.

#### ***Project Delivery Regime***

- Description of how the Project Delivery Regime will be adjusted to meet the needs of Custodian project management policy frameworks and systems;
- Project assessment processes and template;
- Project file checklist;
- Quality checklist; and
- Generic project completion survey.

Describe the Harmonized Management Systems strategy that will be employed to reduce overlap between management systems and optimize the overall management approach.

#### **5. Information Management**

Describe the information management methodologies that will be used to meet the requirements of the SOW, including the processes and procedures for:

- Collecting, organizing and retaining information;
- Safeguarding sensitive and protected information;
- Ensuring data integrity, accuracy and traceability to source documents or records;
- Ensuring that QMS, PMR, EMS, WMS records are:
  - protected from unauthorized changes, and logged and time-stamped including designation of the originator, and
  - accessible and not overwritten for the duration of the contract;
- Providing the TA with access to data and reports hosted by the contractor's operational systems;
- Storing and ensuring the integrity of information required for regulatory compliance and legislative reporting requirements; and
- Handing over building-related information such as drawings, operational data, records and manuals and warranty information on demand, and at the end of the contract.

Describe the business continuity and disaster recovery plans that will be used to protect information and data in the Contractor's possession.

<b>DID No:</b> CI-2	<b>Title:</b> Contract Transition Plan
<b><u>SOW Reference:</u></b> Management of the Contract Initiation Period - General	
<b><u>Purpose:</u></b> The Contract Transition Plan provides the detailed steps, schedule, and cost for how the Contractor will undertake the transition to full operations after Contract Award, including the Acceptance	

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Review Process and the transition to full operations.
<b><u>Related Documents:</u></b>
<b><u>Preparation Instructions:</u></b> Include the following in the Contract Transition Plan: <ul style="list-style-type: none"><li>• An overview of the Contractor's approach to transition;</li><li>• A work-breakdown structure of the main activities required to complete the transition;</li><li>• Prioritization of the main activities required before and after the Operational Start date and associated rationale;</li><li>• A schedule with key milestones highlighted;</li><li>• Contractor resource requirements and organizational structure;</li><li>• A risk management plan;</li><li>• Costs for transition, with supporting detailed cost work up information; and</li><li>• Key contacts.</li></ul>

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<b>DID No:</b> CI-3	<b>Title:</b> Contract Initiation Labour Resource Plan
<b><u>SOW Reference:</u></b> Management of the Contract Initiation Period - General	
<b><u>Purpose:</u></b> The Contract Initiation Labour Resource Plan provides an overview of the organization that will be used to guide the Contract Initiation activities and the details of the resources and costs associated with that organization.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> See PL-3 Labour Resource Plan for Preparation Instructions.	

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<b>DID No:</b> CI-4	<b>Title:</b> Transition Communications Plan
<b><u>SOW Reference:</u></b> Management of the Contract Initiation Period - General	
<b><u>Purpose:</u></b> The Transition Communications Plan provides an overview of the communications activities to be undertaken with Custodians, Tenants, Occupants, suppliers and other key stakeholders to inform them of relevant transition activities, provide contact lists and ensure they are aware of new building and OHS procedures that might affect them.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Provide a Transition Communications Plan describing, at a minimum, the following: <ul style="list-style-type: none"><li>• The communications strategy and a mapping of stakeholders communications needs;</li><li>• Identification of the key communications activities and associated timing including:<ul style="list-style-type: none"><li>○ provisions for informing Tenants, third-party tenants, occupants, and suppliers of the new contract, and</li><li>○ dissemination of communications protocols and Contractor service contacts;</li></ul></li><li>• how, and by whom, communications requirements will be fulfilled in collaboration with the TA; and</li><li>• The costs associated with the Plan.</li></ul>	

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<b>DID No:</b> CP-1	<b>Title:</b> Infrastructure Continuity Plan
<b><u>SOW Reference:</u></b> Provide Building Infrastructure Continuity Planning and Readiness Services	
<b><u>Purpose:</u></b> The Infrastructure Continuity Plan (ICP) provides the specific details, processes and procedures required to respond to building service disruptions, mitigate possibility of disruptions and restore critical building systems and equipment so that building operations can resume with minimal delay.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the ICP in accordance with the most current version of the PWGSC ICP template.	

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<b>DID No:</b> OS-1	<b>Title:</b> Asset Management Plan
<b><u>SOW Reference:</u></b> Develop Asset Management Plans and Conduct Building Condition Assessments.	
<b><u>Purpose:</u></b> Asset Management Plans (AMPs) support real property investment decision-making by assessing the condition and performance of an asset, analyzing investment options from a strategic/portfolio perspective and developing a business plan for its future management.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the AMP in accordance with the most current version of the PWGSC AMP template.	

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<b>DID No:</b> OS-2	<b>Title:</b> Building Condition Report
<b><u>SOW Reference:</u></b> Develop Asset Management Plans and Conduct Building Condition Assessments.	
<b><u>Purpose:</u></b> Building Condition Reports (BCRs) provide a detailed assessment of the condition of a building and its major systems.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the BCR in accordance with the most current version of the PWGSC BCR template.	



<b>DID No:</b> PD-1	<b>Title:</b> Project Initiation and Planning Deliverables
<b><u>SOW Reference:</u></b> Initiate and Plan Construction Projects.	
<b><u>Purpose:</u></b> The purpose of project initiation and planning deliverables is to define the project and support the authorization of funding and resources required to take the project to the next stage. Project initiation and planning deliverables are required for Category II and III projects.	
<b><u>Related Documents:</u></b> TB Framework for the Management of Risk TB Standard for Project Complexity and Risk TB Project Complexity and Risk Assessment Tool PWGSC Departmental Policy 082 Policy on Integrated Risk Management PWGSC NPMS Real Property Procedure on Risk Management PWGSC IMA 3.5 Investment Analysis Policy PWGSC Guide for the Preparation of Investment Analysis Reports PWGSC Departmental Integrated Investment Plan TB Policy on Management of Projects PWGSC National Project Management System Policy	
<b><u>Preparation Instructions:</u></b> The project initiation and planning deliverables include: <ol style="list-style-type: none"> <li><b>1. The Statement of Requirements (SOR)</b>            The SOR outlines the purpose and rationale for the project and Annex H to the Contract seed funding required to develop the project for formal approval. Prepare the SOR in accordance with the most current version of the PWGSC Statement of Requirements template.</li> <li><b>2. A Preliminary Project Plan</b>            The Preliminary Project Plan defines the project requirements and scope and provides a high level view of the project schedule and milestones, deliverables, risks and dependencies, the required costs, resources and project organization. Prepare the Preliminary Project Plan in accordance with the most current version of the PWGSC Project Plan template.</li> <li><b>3. A Project Charter</b> (as requested for Category III projects only)            The Project Charter is used to obtain acceptance of the general parameters and structure of the proposed project as described in the Preliminary Project Plan and the proposed governance structure and stakeholder consultation required. Prepare the Project Charter in accordance with the most current version of the PWGSC Project Charter template.</li> <li><b>4. An Investment Analysis Report (IAR)</b>            The IAR establishes the business case for a project. It evaluates the financial and non-financial factors of each project option and recommends a preferred course of action. A short-form IAR is used for Category II projects and the long-form IAR is used for Category III projects. Prepare the IAR in accordance with the most current version of the PWGSC short-form or long-form IAR template as appropriate.</li> </ol> <p>In addition, for some projects, a Feasibility Study may be requested to identify and evaluate various solution options for decision-making purposes.</p>	

<b>DID No:</b> PD-2	<b>Title:</b> Category II and III Implementation Plan
<b><u>SOW Reference:</u></b> Initiate and Plan Construction Projects	
<b><u>Purpose:</u></b> The Implementation Plan provides the details for how a project will be executed, monitored, controlled and closed out, how risks and dependencies will be managed to deliver the project on time, on scope and on budget.	
<b><u>Related Documents:</u></b> TB Framework for the Management of Risk TB Standard for Project Complexity and Risk TB Project Complexity and Risk Assessment Tool PWGSC Departmental Policy 082: Policy on Integrated Risk Management PWGSC NPMS Real Property Procedure on Risk Management PWGSC IMA 3.5 Investment Analysis Policy PWGSC Guide for the Preparation of Investment Analysis Reports PWGSC Departmental Integrated Investment Plan TB Policy on Management of Projects PWGSC National Project Management System Policy	
<b><u>Preparation Instructions:</u></b> The format of the Implementation Plan can be determined by the Contractor, however, include the following as a minimum unless requested otherwise: <ul style="list-style-type: none"> <li>• Project scope definition and scope management plan;</li> <li>• Work breakdown structure;</li> <li>• Schedule with key milestones highlighted;</li> <li>• Resource requirements;</li> <li>• Procurement and sub-contracting plan;</li> <li>• Project organization and governance structure;</li> <li>• Cost breakdown and alignment to milestones;</li> <li>• Commissioning plan;</li> <li>• Change management plan;</li> <li>• Risk management plan;</li> <li>• Communications plan; and</li> <li>• Close out plan.</li> </ul>	

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<b>DID No:</b> PD-3	<b>Title:</b> Project Assessment
<b><u>SOW Reference:</u></b> Close-out Project	
<b><u>Purpose:</u></b> The Project Assessment provides an evaluation of the success of a completed project. Project Assessments are required for Category II and III projects and for a sample of Category I projects.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Include the following components in the Project Assessment: <ul style="list-style-type: none"><li>• Functional results achieved in comparison to the results set out in the IAR and specifications;</li><li>• Performance against cost and schedule objectives;</li><li>• Client satisfaction survey results;</li><li>• Quality results, using the project quality checklist;</li><li>• Contractor and consultant performance evaluations;</li><li>• Completed project file checklist;</li><li>• Analysis of results achieved and recommendations to rectify deficiencies; and</li><li>• Documentation of lessons learned.</li></ul>	

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<b>DID No:</b> PD-4	<b>Title:</b> Project Documentation for Category V and VI Projects
<b><u>SOW Reference:</u></b> See relevant sections for Category I, II, and III projects.	
<b><u>Purpose:</u></b> To provide appropriate project documentation suitable to the size and complexity of the Category V and VI project.	
<b><u>Related Documents:</u></b> PD-1, PD-2 and PD-3.	
<b><u>Preparation Instructions:</u></b> Project documentation for Category V projects are to follow those established for Category I, II, and III projects, based on the same project dollar value thresholds.  Project documentation requirements for Category VI projects will be determined by the Tenant requesting the project.	

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<b>DID No:</b> PL-1	<b>Title:</b> Custodian-owned Building Performance Review Reports
<b><u>SOW Reference:</u></b> Conduct Building Performance Reviews.	
<b><u>Purpose:</u></b> To record and report on Custodian-owned Building Performance Reviews (BPRs).	
<b><u>Related Documents:</u></b> PWGSC's BPR Call Letter	
<b><u>Preparation Instructions:</u></b> Submit Custodian-owned BPR information in accordance with PWGSC's BPR Call Letter.	

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<b>DID No:</b> PL-2	<b>Title:</b> Leased Space Building Performance Review Reports
<b><u>SOW Reference:</u></b> Conduct Building Performance Reviews.	
<b><u>Purpose:</u></b> To record and report on Leased Space Building Performance Reviews.	
<b><u>Related Documents:</u></b> PWGSC BPR Call Letter	
<b><u>Preparation Instructions:</u></b> Submit leased space BPR information in accordance with PWGSC's BPR Call Letter.	

<b>DID No:</b> PL-3	<b>Title:</b> Labour Resource Plan
<b><u>SOW Reference:</u></b> Develop the Labour Resource Plan.	
<b><u>Purpose:</u></b> The Labour Resource Plan provides an overview of the organization that will deliver work in accordance with the SOW and associated Work Authorizations, and the details of the resources and costs associated with that organization. The Labour Resource Plan supports the development of the BMPs and the Portfolio and Contract Plans. The Labour Resource Plan does not provide the associated funding. Funding is only provided through an approved Work Authorization.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b>  Provide the following for the Labour Resource Plan:  <b>1. Overview</b> Provide the organizational strategy, its structure, identification of contracted and in-house functions, and an organization chart for the resources that support the contract. Identify shared resources or functions and provide a rationale for the allocation of the costs of those resources to the contract and to the individual portfolios.  <b>2. Internal Resource Requirements</b> Include a detailed breakdown of the individual internal resources in the tables shown in Appendix A. Internal resources include resources working on the Contract that are not sub-contracted through the Contractor's competitive procurement process, such as employees of the Contractor or employees from members of a business partnership, joint venture, consortium or other contractual or legal vehicle expressly established for the purposes of delivering services under the contract. Group internal resources and total costs by major service, including Management Services, Services to Establish Third-party Leases, Lease Administration, Project Delivery Services, and Optional Services and by portfolio and Custodian, where applicable. In addition, provide a summary table showing the overall costs for the contract.  <b>3. External Resource Requirements</b> Provide a detailed breakdown of external resources secured through per diem-based or time-and-materials-based professional services contracts, in accordance with the table shown in Appendix B. Group external resources and total costs in the same manner as internal resources, with separate tables for each of the major services.  <b>4. Updates</b> Support year-over-year, or in-year, changes in the resources required in accordance with the Justification Form in Appendix C, and provide an updated version of the Contract Labour Resource Plan tables to show the overall impact on costs.	

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Appendix A  
Internal Resources Table Templates

Management Services																	
Position Title	Description of Duties	FAH valid Qualifier	Name of Resource	Allocation	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year			Notes <sup>2</sup>
					FTEs <sup>1</sup>	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	
1. Internal Resources																	
1a. Shared																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
1b. Dedicated																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
2. Total by Qualifier																	
Qualifier 1																	
Qualifier N																	
3. Grand Total																	

1. FTE = Full Time Equivalent Resources

2. Notes should explain the method of allocation to PWGSC and any year-over-year variation



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Appendix A  
Internal Resources Table Templates

Services to Establish Third-Party Leases																	
Position Title	Description of Duties	FAH valid Qualifier	Name of Resource	Allocation	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year			Notes <sup>2</sup>
					FTEs <sup>1</sup>	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	
1. Internal Resources																	
1a. Shared																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
1b. Dedicated																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
2. Total by Qualifier																	
Qualifier 1																	
Qualifier N																	
3. Grand Total																	

1. FTE = Full Time Equivalent Resources

2. Notes should explain the method of allocation to PWGSC and any year-over-year variation

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File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Appendix A  
Internal Resources Table Templates

Lease Administration																	
Position Title	Description of Duties	FAH valid Qualifier	Name of Resource	Allocation	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year			Notes <sup>2</sup>
					FTEs <sup>1</sup>	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	
1. Internal Resources																	
1a. Shared																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
1b. Dedicated																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
2. Total by Qualifier																	
Qualifier 1																	
Qualifier N																	
3. Grand Total																	

1. FTE = Full Time Equivalent Resources

2. Notes should explain the method of allocation to PWGSC and any year-over-year variation

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File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Appendix A  
Internal Resources Table Templates

Project Delivery Services																	
Position Title	Description of Duties	FAH valid Qualifier	Name of Resource	Allocation	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year			Notes <sup>2</sup>
					FTEs <sup>1</sup>	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	
1. Internal Resources 1a. Shared Function 1 Position A Position B etc.  Function N Position D Position E etc.  1b. Dedicated Function 1 Position A Position B etc.  Function N Position D Position E etc.				%													
2. Total by Qualifier Qualifier 1 Qualifier N																	
3. Grand Total																	

1. FTE = Full Time Equivalent Resources

2. Notes should explain the method of allocation to PWGSC and any year-over-year variation

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File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Appendix A  
Internal Resources Table Templates

Optional Services																	
Position Title	Description of Duties	FAH valid Qualifier	Name of Resource	Allocation	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year			Notes <sup>2</sup>
					FTEs <sup>1</sup>	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	FTEs	Direct Labour Cost	Overhead	
1. Internal Resources																	
1a. Shared																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
1b. Dedicated																	
Function 1																	
Position A																	
Position B																	
etc.																	
Function N																	
Position D																	
Position E																	
etc.																	
2. Total by Qualifier																	
Qualifier 1																	
Qualifier N																	
3. Grand Total																	

1. FTE = Full Time Equivalent Resources

2. Notes should explain the method of allocation to PWGSC and any year-over-year variation

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Appendix A  
Internal Resources Table Templates

Summary												
Position Title	Planning Year			Current Year			Previous Year			Variance - Planning / Current Year		
	FTEs <sup>1</sup>	Direct Labour Cost	Direct Labour Overhead	FTEs	Direct Labour Cost	Direct Labour Overhead	FTEs	Direct Labour Cost	Direct Labour Overhead	FTEs	Direct Labour Cost	Direct Labour Overhead
1. Management Services												
2. Services to Establish Third Party Leases												
3. Lease Administration												
4. Project Delivery Services												
5. Optional Services												
Optional Service #1												
Optional Service #n												
6. Grand Total												
7. Breakdown by Qualifier												
Qualifier 1												
Qualifier N												

1 FTE = Full Time Equivalent Resources

2 Notes should explain any year-over-year variation

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Appendix B  
External Resources Table Template

Major Service Category																	
Position Title	Name of Sub-Contracting Company	Contract Expiry Date	Description of Duties	Qualifier	Name of Resource	Planning Year		Current Year		Previous Year		Variance - Planning / Current Year		Notes <sup>1</sup>			
						Level of Effort (Hours)	Total Cost	Level of Effort (Hours)	Total Cost	Level of Effort (Hours)	Total Cost	Level of Effort (Hours)	Total Cost				
1. External Resources Function 1 Position A Position B etc.  Function 2 Position D Position E etc.  Function N Position F Position G etc.																	
2. Total by Qualifier Qualifier 1 Qualifier N																	
3. Grand Total																	

1 Notes should explain any year-over-year variation in these costs

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### Appendix C Resource Change Justification Form

Job Title	
Name	
Main Work Location	

#### Description of Duties

#### Financial Impact

Qualifier	Allocation %	FTE – Current Year	Cost – Current Year
Allocation Rationale:			

#### Business Case

Provide documentation of:

- The rationale for the change
- The expected benefits
- Impact on overall cost benchmarks
- The risks of not proceeding

Term of Employment	Permanent Position: Yes _____ No _____ Temporary Position: from _____ to _____
--------------------	---

<b>DID No:</b> PL-4	<b>Title:</b> Travel Plan
<b><u>SOW Reference:</u></b> Develop the Travel Plan	
<b><u>Purpose:</u></b> The Travel Plan provides the details of the planned travel costs associated with the resources identified in the Labour Resource Plan. The Travel Plan supports the development of the BMPs and the Portfolio and Contract Plans. The Travel Plan does not provide the associated funding. Funding is only provided through an approved Work Authorization.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> The format of the Travel Plan can be determined by the Contractor, however include at least the following elements: <ul style="list-style-type: none"> <li>• Name and title of the individuals that will be incurring travelling expenses;</li> <li>• Service category (Property Management, Services to Establish Third-party Leases, Lease Administration, Project Delivery Services, Optional Services);</li> <li>• Building name associated with the individual, where applicable;</li> <li>• A brief description of the purpose of the trip(s);</li> <li>• Travel dates – from / to;</li> <li>• Locations to be visited;</li> <li>• Number of days of travel;</li> <li>• Transportation costs;</li> <li>• Other travel costs, such as taxis;</li> <li>• Parking;</li> <li>• Mileage;</li> <li>• Accommodation; and</li> <li>• Meals and incidentals.</li> </ul> <p>In addition, include a summary of the total costs for each service category. The summary should include space to record each quarterly update, so that this can be compared against the original plan.</p> <p>Provide updates to the Travel Plan on a quarterly basis. Include the following:</p> <ul style="list-style-type: none"> <li>• An updated Travel Plan highlighting changes that have been made and the supporting rationale; and</li> <li>• An updated summary showing the total recorded under the appropriate quarter and providing a comparison against the original plan.</li> </ul>	



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<b>DID No:</b> PL-5	<b>Title:</b> Third-party Leasing Plan
<b><u>SOW Reference:</u></b> Develop Building Management Plans.	
<b><u>Purpose:</u></b> To record and report on plans for establishing and administering Third-party leases and other Third-party agreements as part of the Building Management Plan (BMP).	
<b><u>Related Documents:</u></b> PWGSC's National BMP Call Letter and supplementary instructions	
<b><u>Preparation Instructions:</u></b> Submit Third-party Leasing Plan information in accordance with PWGSC's National BMP Call Letter.	

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<b>DID No:</b> PL-6	<b>Title:</b> Custodian-owned Building Management Plans
<b><u>SOW Reference:</u></b> Develop Building Management Plans	
<b><u>Purpose:</u></b> To record and report on Custodian-owned Building Management Plans (BMPs).	
<b><u>Related Documents:</u></b> PWGSC's National BMP Call Letter and supplementary instructions	
<b><u>Preparation Instructions:</u></b> Submit Custodian-owned BMP information in accordance with PWGSC's National BMP Call Letter, and supplementary call letters as requested.	

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<b>DID No:</b> PL-7	<b>Title:</b> Leased Space Building Management Plans
<b><u>SOW Reference:</u></b> Develop Building Management Plans.	
<b><u>Purpose:</u></b> To record and report on Leased Space Building Management Plans (BMPs).	
<b><u>Related Documents:</u></b> PWGSC's National BMP Call Letter and supplementary instructions	
<b><u>Preparation Instructions:</u></b> Submit Leased Space BMP information in accordance with PWGSC's National BMP Call Letter, and supplementary call letters as requested.	

<b>DID No:</b> PL- 8	<b>Title:</b> Portfolio Plan
<b><u>SOW Reference:</u></b> Develop Portfolio Plans.	
<b><u>Purpose:</u></b> The Portfolio Plan provides a strategic overview of the plans for the portfolio, a description of the Program of Projects (POP) and a rollup of the financials at both the overall portfolio level, and, where applicable, the Custodian level.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the Portfolio Plan in accordance with the following template. The template is based on the structure of the BMP, with modifications made to address portfolio-related issues.	
<b><u>TEMPLATE</u></b>  <b>MAJOR RECOMMENDATIONS</b> Provide a brief summary of the key recommendations being made for approval, in bullet format.	
<b>STRATEGIC OVERVIEW</b>	
<b>BACKGROUND</b> Provide a brief description of the portfolio and its major components, including multi-building sites contained in the portfolio. Provide an overview of key challenges or issues being faced by the portfolio and opportunities for improvement. Highlight major capital projects underway or planned which will substantially alter the condition or makeup of the portfolio.	
<b>INFLUENCES</b> Outline the key external planning assumptions that will influence the portfolio plan, such as strategies and directions from Custodian strategic investment plans, the Federal Sustainable Development Strategy (FSDS), impacts of the plans and programs of surrounding municipalities or other jurisdictions and planned changes by major Tenants.	
<b>OBJECTIVES</b> Provide clear statements of the proposed objectives for the portfolio over the planning period.	
<b>PORTFOLIO STRATEGIES</b> Provide an overview of the key strategies that are proposed to meet the objectives and respond to the influences on the portfolio. Identify opportunities for portfolio-based initiatives or programs that could provide economies-of-scale or streamlined implementation of priority initiatives.	
<b>SUSTAINABILITY PLANS</b> Describe key initiatives that will foster sustainability in the portfolio and support Custodian sustainability targets and plans. Provide an overview of the capacity, activities, processes and performance measurement data and information that will be applied to attain, report on, and continually improve financial, social, functional and environmental sustainability results arising from the services provided. Include sub-sections to discuss: <ul style="list-style-type: none"> <li>• Support for Custodian Sustainable Development Strategies;</li> <li>• The portfolio maintenance strategies;</li> <li>• Energy Management Strategy;</li> </ul>	

- Environmental Management; and
- Heritage Conservation.

### **MULTI-BUILDING SITE PLANS**

Include this section if the portfolio contains one or more multi-building sites. Provide a brief overview of key strategies and initiatives proposed for the multi-building site(s). Include details in an appendix, in accordance with the template provided in the Appendix to this DID.

### **OPERATIONAL PROFILE**

#### **PERFORMANCE INDICATORS AND CLIENT SATISFACTION**

Provide a summary of the portfolio's current performance against the PIs and KPIs, including a review of client satisfaction results and an overview of service call trends and issues. Identify problems or weaknesses and plans for improvement.

#### **HEALTH, LIFE SAFETY AND SECURITY**

Identify issues associated with health, safety and security, including noncompliance with legislative requirements, and provide a summary of plans for improvement.

#### **ACCESSIBILITY**

Identify issues with conformity to accessibility requirements and provide a summary of plans for improvement.

### **FINANCIAL PERFORMANCE**

Provide financial tables with a rollup of the financial projections in individual BMPs that make up the portfolio.

Include the following in financial tables:

- Previous Year actuals
- Current Year forecast
- Planning Year
- Planning Year + 1
- Planning Year + 2
- Planning Year + 3
- Planning Year + 4

Provide a breakdown by Custodian in financial tables.

### **SUMMARY**

Provide an overview of the major trends in revenues and expenses for the portfolio and key assumptions that drive the financial forecasts.

### **REVENUES**

Provide a table of revenue projections by year. Indicate the sources of revenues and key drivers of variances in the revenue projections.

### **OPERATIONS AND UTILITIES EXPENSES**

Provide a table of operations and utilities expenses by year, broken down by the five major qualifiers. Discuss major year-over-year variances in the projections and provide justification for these variances.

**PAYMENTS-IN-LIEU-OF-TAXES (PILT)**

Provide a table of PILT expenditures by year and key assumptions driving this forecast.

**UNIT COSTS**

Provide a table of unit costs per square metre, broken down by Asset Group. Include a comparison to a recognized industry benchmark, as requested. Provide an analysis of year-over-year variances in unit costs and variances against benchmarks, identifying key factors contributing to these variances. If requested, identify plans to bring unit costs back into alignment with either the previous year's unit costs, the benchmark or another target established by the TA.

**PROJECT EXPENDITURES**

Provide a summary table by year of the projected expenditures for the proposed Program of Projects, broken down by project priority code.

**PROGRAM OF PROJECTS (POP)**

Provide an overview of the POP, summarizing the project information from individual BMPs. Discuss the factors that influenced the establishment of the POP, including Custodian strategic objectives, priorities and investment plans and opportunities for synergies and economies-of-scale. Highlight key assumptions or dependencies that could affect the POP. Discuss the key risks involved in executing the POP and the mitigation plans to manage the risks. Provide a list of the projects included in the POP, sorted by asset, project Category and priority in an Appendix to the Portfolio Plan. Include, in the list, the total cost of each project, the costs expected in the planning year, the key milestone dates, and the project status as at the time of preparation of the plan.

**LABOUR RESOURCES**

Provide a summary of the Labour Resource Plan as it applies to the portfolio, including the organizational strategy, its structure, identification of contracted and in-house functions, and an organization chart for the resources that support the portfolio. Provide justification for year-over-year changes in the resources required for the portfolio. Include the following table in an appendix:

- resources and costs for the portfolio, broken down by internal and external resources and position and by qualifier and grouped by major service and, where appropriate, by Custodian. Provide a comparison to the costs for the previous year and the current year; and
- where appropriate, provide the rationale for the allocation of resources and costs between Custodians.

**PARKING PLAN**

Provide a summary of the plans for management of excess parking in the portfolio for which the contractor is responsible. Discuss changes that may influence management of excess parking, strategies for maximizing revenues and highlight major projects planned for the maintenance and upkeep of the parking assets. Provide a table in an appendix showing the parking-related revenues and expenses for each parking lot under management and a summary at the portfolio and Custodian level.

**OTHER**

Include the following appendices:

- a listing of the assets, by Custodian, that make up the portfolio; and

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- the consolidated budget for the portfolio, following the format of the budget table in the BMP.

**SUB-PORTFOLIO PLANS**

Where a portfolio contains more than one Custodian, provide individual Custodian-level Sub-Portfolio Plans, following the Portfolio Plan template, as requested.

Develop other forms of Sub-Portfolio Plans, following the Portfolio Plan template, as requested.

## **Appendix**

### **Multi-Building Site Plan Section Template**

#### **MAJOR RECOMMENDATIONS**

Provide a brief summary of the key recommendations being made for approval, in bullet format.

#### **STRATEGIC OVERVIEW**

##### **BACKGROUND**

Provide a brief description of the Multi-Building Site (MBS) and its major components. Provide an overview of key challenges or issues associated with the MBS and opportunities for improvement. Highlight major capital projects underway or planned which will substantially alter the condition or makeup of the MBS.

##### **INFLUENCES**

Outline the key external planning assumptions that influence the MBS plan, such as strategies and directions from Custodian strategic investment plans, impacts of the plans and programs of surrounding municipalities or other jurisdictions, and planned changes by major Tenants.

##### **OBJECTIVES**

Provide clear statements of the proposed objectives for the MBS over the planning period.

#### **PLANS**

##### **PROJECT PLANS**

Provide a brief description, rationale and cost estimate for each proposed project in accordance with the BMP format. Projects should consider both initiatives to address common MBS areas and infrastructure not covered by BMPs and opportunities, such as bundling related projects for multiple buildings, to reduce overall costs and improve efficiencies;

##### **BULK PURCHASING**

Identify plans to take advantage of bulk purchasing of common services and utilities used by multiple MBS assets.

##### **COORDINATION ACTIVITIES**

Identify projects that would benefit from coordination to minimize timing, resource or access conflicts within the MBS, and provide a plan for how these projects will be coordinated to achieve optimal results.

Identify coordination required with other providers, such as utilities and telecom providers, and municipalities or other jurisdictions that have an influence on operations at the MBS.

##### **HEALTH, LIFE SAFETY AND SECURITY**

Identify MBS-wide or common issues related to health, safety and security, and plans to address these issues.

##### **ACCESSIBILITY**

Identify accessibility issues related to the MBS grounds or common areas and the plans to address these issues.



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## **ENVIRONMENTAL MANAGEMENT**

Identify MBS-related environmental issues not addressed in the individual BMPs. Identify common or MBS-wide initiatives that could be undertaken to improve environmental performance and assist in meeting FSDS commitments. Highlight plans being undertaken to address these issues and opportunities.

## **APPENDIX**

Provide a list of the assets and associated BMPs that make up the MBS.

<b>DID No:</b> PL- 9	<b>Title:</b> Contract Plan
<b><u>SOW Reference:</u></b> Develop the Contract Plan.	
<b><u>Purpose:</u></b> The Contract Plan provides a strategic overview of the plans for the contract, a rollup of the financials at both the overall contract level, and the Custodian level, as applicable.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the Contract Plan in accordance with the following template. The template is based on the structure of the Portfolio Plan, with modifications made to address contract-related issues.	
<b><u>TEMPLATE</u></b>  <b>MAJOR RECOMMENDATIONS</b> Provide a brief summary of the key recommendations being made for approval, in bullet format.	
<b>STRATEGIC OVERVIEW</b>	
<b>BACKGROUND</b> Provide a brief description of the contract inventory and the composition of the contract's portfolios. Provide an overview of key challenges or issues being faced at the contract-level and opportunities for improvement. Highlight major initiatives underway or planned which will substantially alter the condition or makeup of the contract.	
<b>INFLUENCES</b> Outline the key external planning assumptions influencing the contract plan, such as strategies and directions from Custodian strategic investment plans, the Federal Sustainable Development Strategy (FSDS), impacts of the plans and programs of surrounding municipalities or other jurisdictions, and planned changes by major Tenants.	
<b>OBJECTIVES</b> Provide clear statements of the proposed objectives for the contract over the planning period.	
<b>CONTRACT STRATEGIES</b> Provide an overview of the key strategies that are proposed to meet the objectives and respond to the influences on the contract. Identify opportunities for contract-based initiatives or programs that could provide economies-of-scale or improvements in operations and service delivery.	
<b>SUSTAINABILITY PLANS</b> Describe key initiatives at the contract-level that will foster sustainability and support Custodian sustainability targets and plans. Include sub-sections to discuss: <ul style="list-style-type: none"> <li>• Support for Custodian Sustainable Development Strategies;</li> <li>• The Optimized Maintenance Strategy;</li> <li>• Energy Management Strategy;</li> <li>• Environmental Management; and</li> <li>• Heritage Conservation.</li> </ul>	

## **OPERATIONAL PROFILE**

### **PERFORMANCE INDICATORS AND CLIENT SATISFACTION**

Provide a summary of the current performance against the PIs and KPIs for each portfolio, and a comparison against the previous year's results. Include a review of client satisfaction results and an overview of service call trends and issues. Identify problems or weaknesses and the plans for improvement.

### **HEALTH, LIFE SAFETY AND SECURITY**

Provide an overview of the OHS plans and strategies for the contract. Identify issues associated with health, safety, and security, including noncompliance with legislative requirements and provide a summary of plans for improvement.

### **ACCESSIBILITY**

Identify issues with conformity to accessibility requirements and provide a summary of plans for improvement.

### **FINANCIAL PERFORMANCE**

Provide financial tables as a rollup of the financial projections in the individual BMPs and Portfolio Plans that make up the contract.

Include the following in financial tables:

- Previous Year actuals
- Current Year forecast
- Planning Year
- Planning Year + 1
- Planning Year + 2
- Planning Year + 3
- Planning Year + 4

Provide a breakdown of financial tables by portfolio and Custodian.

### **SUMMARY**

Provide an overview of the major trends in revenues and expenses for each portfolio and key assumptions that drive the financial forecasts.

### **FINANCIAL PROJECTIONS**

Provide two tables of financial projections by year, one by Custodian and one by portfolio. Include line items for revenues, operations and utilities expenses by cost category, Custodian expenses, PILT, and project expenditures. Highlight the key drivers of the projections, discuss major year-over-year variances and provide justification for these variances.

### **UNIT COSTS**

Provide a table of unit costs per square metre, at the contract-level and by portfolio, broken down by Custodian and Asset Group. Include a comparison to a recognized industry benchmark, as requested. Provide an analysis of year-over-year variances in unit costs and variances against benchmarks, identifying key factors contributing to these variances. If requested, identify plans to bring unit costs back into alignment with either the previous year's unit costs, the benchmark or another target established by the TA.

**PROGRAM OF PROJECTS (POP)**

Provide an overview of each portfolio's POP, summarizing the project information from the individual BMPs. Discuss the factors that influenced the establishment of each POP, including Custodian strategic objectives, priorities and investment plans and opportunities for synergies and economies-of-scale. Highlight key assumptions, risks or dependencies that could affect each POP.

**SUB-CONTRACTING PLAN**

Provide an overview of the Sub-Contracting Plan for sub-contracts other than professional services contracts included in the Labour Resource Plan. Include the sub-contracting strategy for supporting the delivery of services, identifying the areas and functions where sub-contracts will be used and issues that need to be addressed. Provide a table with the following information for each sub-contract that applies to more than one building:

- The name of the sub-contract;
- The name of the organization providing the sub-contract;
- A brief description of the purpose of the sub-contract;
- The scope covered by the sub-contract – group of buildings, portfolio, or entire Contract;
- The expiry date of the sub-contract;
- The costs of the sub-contract for the planning year, the current year, and the previous year, where applicable;
- An explanation of year-over-year variances between the planning year and the current year;
- Provide the information grouped and totalled by portfolio and Custodian, where applicable; and
- A total for the Contract.

For each portfolio and Custodian, include a line in the table that summarizes the total costs for sub-contracts that only apply to individual buildings.

**PARKING PLAN**

Provide a summary of the individual portfolio parking plans, including a rollup of the parking-related revenues and expenses for each parking lot under management at the portfolio and Custodian level.

**OTHER**

Include a list of the assets that make up the contract, by Custodian and portfolio, in appendices.

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<b>DID No:</b> PL-10	<b>Title:</b> Energy Audits
<b><u>SOW Reference:</u></b> Manage Energy and Utilities.	
<b><u>Purpose:</u></b> The Energy Audit assesses the environmental performance of an individual building and identifies areas for potential improvements.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the Energy Audit in accordance with the most current version of the PWGSC Energy Audit template.	

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<b>DID No:</b> PM-1	<b>Title:</b> Threat and Risk Assessments
<b><u>SOW Reference:</u></b> Provide Security Services	
<b><u>Purpose:</u></b> Threat and Risk Assessments (TRAs) identify potential threats to sensitive information, assets, and facilities and provide recommendations to mitigate or manage the associated risks.	
<b><u>Related Documents:</u></b> TB Security Organization and Administration Standard	
<b><u>Preparation Instructions:</u></b> Prepare the TRA in accordance with the most current version of the TB Security Organization and Administration Standard as guidance for its structure and content.	

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<b>DID No:</b> RP-1	<b>Title:</b> Annual Forecasts of Revenues and Costs for each Portfolio and Contract for the year ending March 31
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements	
<b><u>Purpose:</u></b> To provide annual forecasts of total revenues and costs for each Portfolio and the Contract, beginning at the end of period five (August 30) for the year ending March 31, to support planning, management and control of revenues and costs for the upcoming Fiscal Year.	
<b><u>Related Documents:</u></b> PWGSC's Building Management Plan Call Letter Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit annual forecasts of revenues and costs for each Portfolio and Contract for the year ending March 31 <sup>st</sup> in accordance with Annex H to the Contract: <ul style="list-style-type: none"><li>• Section 2.4.1, transaction OMP0;</li><li>• Section 2.4.3, transaction PPT0;</li><li>• Section 2.4.8, transaction RAP0; and</li><li>• Section 2.4.10, transaction RCP0.</li></ul>	

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<b>DID No:</b> RP-2	<b>Title:</b> Monthly Portfolio Plan and Contract Plan Progress Reports
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements	
<b><u>Purpose:</u></b> To provide an update on progress towards key objectives and initiatives associated with the Portfolio and Contract Plans and to identify issues or risks that need to be addressed.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare progress reports at both the Portfolio and Contract level that address the following: <ul style="list-style-type: none"><li>• A summary level overview of the year-to-date revenue, expense and project expenditures against the approved budget;</li><li>• A review of the status of the Labour Resourcing plan;</li><li>• Progress towards meeting the objectives, targets, and milestones laid out in the individual sections of the plan; and</li><li>• Discussion of current issues and risks that need to be addressed.</li></ul>	



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<b>DID No:</b> RP-3	<b>Title:</b> Monthly Reports on Revenues
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements	
<b><u>Purpose:</u></b> To record and report on progress in achieving revenue targets in support of Custodian planning, management and control of revenues.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit revenue reports in accordance with Annex H to the Contract Section 2.4.9, transaction RMF0.	

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<b>DID No:</b> RP-4	<b>Title:</b> O&U Budget Status
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements	
<b><u>Purpose:</u></b> To record and report on O&U budget status in support of Custodian planning, management and control of O&U costs.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit O&U budget status in accordance with Annex H to the Contract Section 2.4.2, transaction OMA0.	

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<b>DID No:</b> RP-5	<b>Title:</b> Monthly Project Activity, year-end Forecasts and Status Reports
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements.	
<b><u>Purpose:</u></b> To record and provide monthly project activity, year-end forecasts and status reports in support of planning, management and control of revenues, costs and budgets.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit monthly project activity, year-end forecasts and status reports in accordance with Annex H to the Contract: <ul style="list-style-type: none"><li>• Section 2.4.3, transaction PPT0;</li><li>• Section 2.4.4, transaction PPT1;</li><li>• Section 2.4.6, transaction PAC0;</li><li>• Section 2.4.5, transaction PPT2;</li><li>• Section 2.4.12, transaction PMT0;</li><li>• Section 2.4.13, transaction PMT1; and</li><li>• Section 2.4.7, transaction PCS0.</li></ul>	

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File No. - No du dossier

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<b>DID No:</b> RP-6	<b>Title:</b> Monthly Reports on Commission Fees
<b><u>SOW Reference:</u></b> Comply with Business Administration Requirements.	
<b><u>Purpose:</u></b> To record and report on third party leasing commission fees in support of Custodian planning, management and control of expenses.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit monthly reports on commission fees in accordance with Annex H to the Contract Section 2.4.11, transaction RCF0.	

<b>DID No:</b> RP-7	<b>Title:</b> Monthly POP Update
<b><u>SOW Reference:</u></b> Monitor and Control Construction Project Performance.	
<b><u>Purpose:</u></b> To provide a status of the program of projects, highlight risks or issues associated with meeting “On Time, On Budget, On Scope” commitments, and identify recommended actions or changes to the program.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> 1. Submit monthly project information in accordance with Annex H to the Contract, sections 2.4.3 to 2.4.7 and sections 2.4.12 to 2.4.13, transactions PPTO, PPT1, PPT2, PACO, PCSO, PMTO, PMT1.  2. Prepare a Monthly POP Update, including: <ul style="list-style-type: none"> <li>an overview of the current status of the program, highlighting key risks or issues that need to be addressed;</li> <li>recommendations on actions or changes needed to the program project mix or priorities to address changing circumstances or requirements and to meet funding commitments;</li> <li>the overall status of the Category I projects and the associated funding envelope;</li> <li>a table listing the Category II and above projects, that includes at least the following information:             <ul style="list-style-type: none"> <li>Project Number,</li> <li>Description,</li> <li>Building Name,</li> <li>Project Category,</li> <li>Project Priority as assigned in the BMP,</li> <li>Total Approved Project Expenditures,</li> <li>Previous Year Expenditure,</li> <li>Current Approved Budget,</li> <li>Current Spending – Year-to-Date,</li> <li>Milestones Completed,</li> <li>Next Milestone Date,</li> <li>% of Project Completed,</li> <li>Projected Expenditures for Current Year,</li> <li>Variance,</li> <li>Carryover to Future Years,</li> <li>Original Approved Completion Date,</li> <li>Current Completion Date, and</li> <li>Notes explaining variances, key changes from the original schedule, and actions to address risks or bring project back on track; and</li> </ul> </li> <li>colour-coding of projects to reflect the overall project risk as follows:             <ul style="list-style-type: none"> <li>Green – project is on track,</li> <li>Yellow – risk that project will not meet its “On Time, On Budget, On Scope” commitments, and</li> <li>Red – project will not meet its commitments.</li> </ul> </li> </ul>	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-8	<b>Title:</b> Report on Completed Tenant Projects
<b><u>SOW Reference:</u></b> Deliver Category VI Projects: Tenant Projects	
<b><u>Purpose:</u></b> To record and report on completed tenant projects in support of Custodian planning, management and control of expenses.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit final results for completed tenant projects in accordance with Annex H to the Contract: <ul style="list-style-type: none"><li>• Section 2.4.3, transaction PPT0,</li><li>• Section 2.4.4, transaction PPT1, and</li><li>• Section 2.4.6, transaction PAC0.</li></ul>	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-9	<b>Title:</b> Newly Acquired Asset Report
<b><u>SOW Reference:</u></b> Provide Inventory Management Services.	
<b><u>Purpose:</u></b> To record and report on the acquisition of new assets in support of PWGSC and other Custodian capital asset reporting requirements.	
<b><u>Related Documents:</u></b> PWGSC DP 079 Annex H to the Contract to the Contract.	
<b><u>Preparation Instructions:</u></b> Submit newly acquired asset information in accordance with Annex H to the Contract Section 2.10.1, transaction EIT0.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-10	<b>Title:</b> Real Property Betterment and Leasehold Improvement Reports
<b><u>SOW Reference:</u></b> Execute Construction Projects	
<b><u>Purpose:</u></b> To record and report on Real Property Betterments and Leasehold Improvements in support of PWGSC and other Custodian capital asset reporting requirements.	
<b><u>Related Documents:</u></b> PWGSC DP 079 Annex H to the Contract to the Contract.	
<b><u>Preparation Instructions:</u></b> Submit Real Property Betterment and Leasehold Improvement information in accordance with Annex H to the Contract Section 2.10.1, transaction EIT0.	



Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-11	<b>Title:</b> Report on Third Party Lease Transactions
<b><u>SOW Reference:</u></b> Provide Third-party Lease and Agreement Administration Services.	
<b><u>Purpose:</u></b> To record and report on Third Party lease transactions in support of the management of revenue and expenses.	
<b><u>Related Documents:</u></b> Annex H to the Contract to the Contract	
<b><u>Preparation Instructions:</u></b> Submit monthly project activity, year-end forecasts and status reports in accordance with the transactions under Annex H to the Contract Section 2.5, Transaction Descriptions and Business Rules – Commercial Letting.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-12	<b>Title:</b> Report on Leases
<b><u>SOW Reference:</u></b> Support the Acceptance of Leased Space	
<b><u>Purpose:</u></b> To record details of leases for Custodian leased space for record keeping and management purposes.	
<b><u>Related Documents:</u></b> Annex H to the Contract to the Contract	
<b><u>Preparation Instructions:</u></b> Submit lease details in accordance with Annex H to the Contract to the Contract: <ul style="list-style-type: none"><li>• Section 2.6.1, transaction LSE0</li><li>• Section 2.6.2, transaction LSE1</li><li>• Section 2.4.3, transaction LSE2</li></ul>	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-13	<b>Title:</b> Report on Total Consideration
<b><u>SOW Reference:</u></b> Administer Expenditures Associated with Leased Space	
<b><u>Purpose:</u></b> To track total consideration on a lease to monitor it against the allowable ceiling and provide input for future lease negotiations.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Provide the Report on Total Consideration in accordance with Annex H to the Contract to the Contract Section 2.6.3, transaction LSE3.	

<b>DID No:</b> RP-14	<b>Title:</b> Monthly Parking Reports
<b><u>SOW Reference:</u></b> Provide Parking Services	
<b><u>Purpose:</u></b>	
<b><u>Related Documents:</u></b> Annex H to the Contract to the Contract	
<b><u>Preparation Instructions:</u></b>  <b>1. Background</b> There are two types of parking in the Contract Inventory: 1. Parking described in Occupancy Instruments, referred to as <i>Ol Parking</i> and <i>Additional Parking</i> to meet Departmental operational requirements, including parking provided under “duty to accommodate”; and 2. other parking assets which are referred to as <i>Excess Parking</i> . Excess Parking is sub-divided into parking provided to commercial tenants as a condition of a lease and paid parking. Unless otherwise directed, parking plans and reports are only required for parking lots where the Contractor is managing Excess Parking. <b>2. Preparation Instructions</b> Submit monthly revenue information in accordance with Annex H to the Contract to the Contract, Section 2.4.9, transaction RMFO.  In addition, prepare a Monthly Parking Report for each portfolio and include: <ul style="list-style-type: none"> <li>• A brief overview of changes to the parking portfolio and strategies, plans, and issues that need to be addressed;</li> <li>• Summary information for the portfolio showing:             <ul style="list-style-type: none"> <li>○ The total number of parking lots under management,</li> <li>○ The total number of parking stalls,</li> <li>○ The number of parking stalls assigned as <i>Ol</i> or <i>Additional Parking</i>,</li> <li>○ The number of parking stalls assigned to commercial tenants as a condition of a lease,</li> <li>○ The number of parking stalls available for paid parking,</li> <li>○ The total revenues received in the month and year-to-date,</li> <li>○ The overall utilization rate (parking stalls utilized for paid parking divided by the total parking stalls available for paid parking) for the month and year-to-date,</li> <li>○ fees paid to third parties to manage parking lots, monthly and year-to-date,</li> <li>○ The total parking-related O&amp;M expenses for the month and year-to-date, and</li> <li>○ The cost and status of parking-related projects;</li> </ul> </li> <li>• A breakdown for each parking lot showing:             <ul style="list-style-type: none"> <li>○ The total number of parking stalls,</li> <li>○ The number of parking stalls assigned as <i>Ol</i> or <i>Additional Parking</i>,</li> <li>○ The number of parking stalls assigned to commercial tenants as a condition of a lease,</li> <li>○ The number of parking stalls available for paid parking,</li> <li>○ The total revenues received in the month and year-to-date,</li> <li>○ The overall utilization rate (parking stalls utilized for paid parking divided by the total parking stalls available for paid parking) for the month and year-to-date,</li> <li>○ fees paid to third parties to manage parking lots, monthly and year-to-date,</li> <li>○ The total parking-related O&amp;M expenses for the month and year-to-date, and</li> <li>○ The year-to-date costs of parking-related projects</li> </ul> </li> </ul>	

Contract No. - No du contrat

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File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

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<b>DID No:</b> RP-15	<b>Title:</b> QMS Audit and Management Reports
<b><u>SOW Reference:</u></b> Manage Quality	
<b><u>Purpose:</u></b> To provide feedback on the ongoing management and development of the QMS and its continuing compliance with ISO standards.	
<b><u>Related Documents:</u></b> ISO 9001:2008	
<b><u>Preparation Instructions:</u></b>  Provide the following QMS audit and management reports in the timeframes indicated. Format can be as determined by the Contractor:  <ol style="list-style-type: none"> <li>1. Continual Improvement Initiative Report Identify Contractor or PWGSC raised continual improvement initiatives related to the services provided by the Contractor. The objective of this report is to track the progress of initiatives related to the continual improvement of the Contractor's QMS. Provide this report on a quarterly basis for each portfolio.</li> <li>2. External ISO Audit Findings Report Provide external ISO audit information related to the Contractor's QMS. The scope of the audit must include the PWGSC Contract. The objective of this report is to provide PWGSC with a means to validate the occurrence of an accredited registrar ISO audit on the Contractor's QMS. It also provides PWGSC with a third party assessment of the effectiveness of the Contractor's QMS and status of their registration. Provide this report on an annual basis.</li> <li>3. Internal Audit Findings Report Provide internal audit information on the Contractor's QMS with respect to each portfolio in the PWGSC Contract. The objective of this report is to track the results of the Contractor's internal audit as well as provide PWGSC with a means to validate the Contractor's internal audit activities and findings. Provide this report on a monthly basis for each portfolio.</li> <li>4. Contractor QMS Management Review Identify PWGSC-related Contractor QMS management review information for each portfolio included in the management review. The objective of this report is to track findings, decisions, and actions associated to each Contractor QMS management review in order to ensure the Contractor's corporate commitment to its QMS. Provide this report on an annual basis.</li> </ol>	

Contract No. - No du contrat

Amd. No. - No de la modif.

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File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-16	<b>Title:</b> Nonconformity Reports
<b><u>SOW Reference:</u></b> Manage Quality	
<b><u>Purpose:</u></b> To document and track the status of nonconformities identified either by PWGSC or the Contractor.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b>  Include the following information in Non-Conformance reports: <ul style="list-style-type: none"><li>• the nonconformity number;</li><li>• the initiator (PWGSC or the Contractor);</li><li>• the problem description; and</li><li>• the root cause and action plan.</li></ul>	

Contract No. - No du contrat

Amd. No. - No de la modif.

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Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-17	<b>Title:</b> Monthly Performance Reports at the Portfolio and Contract Levels
<b><u>SOW Reference:</u></b> Apply the Performance Measurement Regime	
<b><u>Purpose:</u></b> To record and report on PIs and KPIs at the Portfolio level in support of payment for services and the assessment of services.	
<b><u>Related Documents:</u></b> Annex H to the Contract to the Contract	
<b><u>Preparation Instructions:</u></b>  Submit PIs, PI components and KPIs in accordance with Annex H to the Contract to the Contract, Section 2.11.1, transaction PIR0. This information is to be reported monthly, by the 5 <sup>th</sup> of the month.	

<b>DID No:</b> RP-18	<b>Title:</b> Quarterly Performance Status Reports
<b><u>SOW Reference:</u></b> Apply the Performance Measurement Regime	
<b><u>Purpose:</u></b> To provide a status on the progress towards meeting the PIs and KPIs at the Portfolio and Contract Levels.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b>  Prepare a quarterly performance status report including: <ul style="list-style-type: none"> <li>• For each KPI: A summary of the overall performance-to-date, the current expectation as to whether the KPI will be met or not, and issues or concerns that need to be managed or addressed;</li> <li>• Similar information for the Contractor Incentive Program target;</li> <li>• A summary of the status of the Quality Monitoring Program and issues or concerns that need to be addressed; and</li> <li>• A table for each portfolio in the Contract showing for each PI:             <ul style="list-style-type: none"> <li>○ The available performance points,</li> <li>○ The score achieved to-date,</li> <li>○ Whether or not the performance-to-date meets the target, and</li> <li>○ Comments on the performance-to-date including issues, concerns, and plans being undertaken to improve results.</li> </ul> </li> <li>• The PIs should be grouped by KPI and summed to provide the results for each KPI</li> </ul>	



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CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-19	<b>Title:</b> Report on Additional Property Management Services
<b><u>SOW Reference:</u></b> Provide Additional Property Management Services to Tenants	
<b><u>Purpose:</u></b> To provide updates on Additional Property Management Services provided to tenants.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Submit Additional Property Management Services information in accordance with Annex H to the Contract to the Contract Section 2.4.6, transaction PACO.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-20	<b>Title:</b> Critical Incident Reports
<b><u>SOW Reference:</u></b> Manage Incidents	
<b><u>Purpose:</u></b> To record and report on incidents.	
<b><u>Related Documents:</u></b> PWGSC Critical Incident Reporting Policy DP-009 Annex H to the Contract to the Contract	
<b><u>Preparation Instructions:</u></b> Submit Critical Incident reports in accordance with Annex H to the Contract: <ul style="list-style-type: none"><li>• Section 2.9.1, transaction CET0;</li><li>• Section 2.9.2, transaction CET1;</li><li>• Section 2.9.3, transaction CET2;</li><li>• Section 2.9.4, transaction CET3; and</li><li>• Section 2.9.5, transaction CET4.</li></ul>	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-21	<b>Title:</b> Service Call Tracking and Reporting
<b><u>SOW Reference:</u></b> Respond to Service Calls	
<b><u>Purpose:</u></b> To report on the status of service calls; and to provide analysis of service call trends and recommendations for improvements.	
<b><u>Related Documents:</u></b> PWGSC DP009 Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> <ol style="list-style-type: none"><li>1. Provide service call status information electronically, in accordance with Annex H to the Contract Section 2.12.1, transaction NCC0.</li><li>2. Provide reports on trends and recommendations for improvement using a format determined by the Contractor.</li></ol>	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-22 & 23	<b>Title:</b> Security Incident and Investigation Reports
<b><u>SOW Reference:</u></b> Provide Security Services	
<b><u>Purpose:</u></b> To report security incidents to the DSO and to support decision-making regarding the need for further internal investigation.	
<b><u>Related Documents:</u></b> Departmental Policy 009-Critical Incident Reporting Policy; Departmental Policy 053-Reporting of Actual and Suspected Breaches and Violations of Security; and PWGSC General Occurrence Report (ELF Form PWGSC-TPSGC 46 (03/1999))	
<b><u>Preparation Instructions:</u></b> Security Incident and Security Investigation Reports are to include the data fields from the PWGSC General Occurrence Report, provided in the Appendix.  Security Investigation Reports are to be designated Protected B information and subject to the Document Safeguarding as outlined in the SRCL.	

Contract No. - No du contrat

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Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

## Appendix

Public Works and Government  
Services CanadaTravaux publics et Services  
gouvernementaux Canada**GENERAL OCCURRENCE REPORT  
RAPPORT GÉNÉRAL D'INCIDENT**

Caption - Rubrique		Security (Classification) de la sécurité	
		Occurrence Number - Numéro d'incident	
		Investigation Number - Numéro d'enquête	
Type of Occurrence - Genre d'incident		Cross-reference - Référence	
		Date taken - Date du rapport	
<b>VICTIM OR COMPLAINANT - VICTIME OU PLAIGNANT</b>			
Surname - Nom de famille		Given Name - Prénom	
Title - Titre			
Organization - Organisation		Address - Adresse	
Telephone Off. - Téléphone bur. ( ) - [ ]	Telephone Res. - Téléphone rés. ( ) -	Date of occ. - Date de l'inc.	Location - Emplacement
<b>SUBJECT - SUJET</b>			
Surname - Nom de famille		Given Name - Prénom	
Title - Titre			
Organization - Organisation		Address - Adresse	
Telephone Off. - Téléphone bur. ( ) - [ ]	Telephone Res. - Téléphone rés. ( ) -	DOB - DDN	Sex - Sexe
Report to: Unit Security Officer or Authorized Security Official Relève de : Agent de sécurité de service ou Agent autorisé en matière de sécurité		Can subject be identified? / Peut-on identifier le sujet? <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	Telephone No. - N° téléphone ( ) -
<b>NOTIFICATION - AVIS</b>			
Police Force - Nom de la sûreté	Date reported - Date rapporté	Case No. - N° de dossier	Name of Investigator - Nom de l'agent
<b>DETAILS - DÉTAILS</b>			Information - received by - reçu par

<b>Reported - Rapporté</b>		<input type="checkbox"/> Information <input type="checkbox"/> SUI - ECE	
<input type="checkbox"/> By telephone - Par téléphone	<input type="checkbox"/> At scene - Sur place	<input type="checkbox"/> Concluded - Conclu	Date
<input type="checkbox"/> In person - En personne	<input type="checkbox"/> Other / Autre		
Administrative measures taken? - Mesures disciplinaires prises? <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non		Criminal charges? - Accusations criminelles? <input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	Date of dispatch of 2668 / Date d'expédition de la 2668
Investigated by - Enquêteur par	Signature	Date	
Reviewed by - Révisé par	Signature	Date	

PWGSC-TPSGC 46 (03/1999)

This information will be stored in Personal Information Bank Number PWGSC PPE 815.  
Les renseignements personnels seront versés au fichier TPGSC PPE 815.

Contract No. - No du contrat

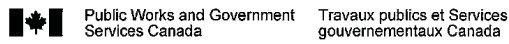
Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME



**GENERAL OCCURRENCE REPORT  
RAPPORT GÉNÉRAL D'INCIDENT**

Caption - Rubrique	Security (Classification) de la sécurité	
	Occurrence Number - Numéro d'incident	
	Investigation Number - Numéro d'enquête	
<b>DETAILS - DÉTAILS</b>	Page	of de

Date

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-24	<b>Title:</b> Environmental Activity Reports
<b><u>SOW Reference:</u></b> Provide Environmental Management Services	
<b><u>Purpose:</u></b> To provide updates on environmental compliance activities and other environmental initiatives.	
<b><u>Related Documents:</u></b> PWGSC Departmental Policy 074	
<b><u>Preparation Instructions:</u></b>  <b>1. Preparation</b> Submit environmental activity information in accordance with the transactions listed in Annex H to the Contract, Section 2.7.  <b>2. Submission Frequency and Timing</b> See SDRL Appendix Table 3.	



Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-25	<b>Title:</b> Monthly Reports on Energy Consumption and other Utility Usage
<b><u>SOW Reference:</u></b> Manage Energy and Utilities	
<b><u>Purpose:</u></b> To record and report on monthly energy consumption and other utility usage in support of managing building and overall energy and utility consumption.	
<b><u>Related Documents:</u></b> PWGSC's Energy Reporting System CAN/CSA-ISO50001:11 – Energy management systems - Requirements Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit monthly reports on energy consumption and other utility usage in accordance with Annex H to the Contract Section 2.8.1, transaction UCT0.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-26	<b>Title:</b> Inventory of regulated systems, building equipment and components
<b><u>SOW Reference:</u></b> Provide Environmental Management Services	
<b><u>Purpose:</u></b> To record and report on the inventory of regulated systems, building equipment and components in support of due diligence requirements and PWGSC and other Custodian capital asset reporting requirements.	
<b><u>Related Documents:</u></b> PWGSC DP 079 Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit changes and updates to the inventory of regulated systems, building equipment and components in accordance with Annex H to the Contract Section 2.10.1, transaction EIT0.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-27	<b>Title:</b> GFE Inventory
<b><u>SOW Reference:</u></b> Provide Inventory Management Services	
<b><u>Purpose:</u></b> To record and report annually on GFE inventory and maintain up-to-date PWGSC inventory records information.	
<b><u>Related Documents:</u></b> PWGSC DP079 Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit GFE inventory annually in accordance with Annex H to the Contract Section 2.10.2, transaction GFE2.	

Contract No. - No du contrat

Amd. No. - No de la modif.

Buyer ID – Id. de l'acheteur

Client Ref. No. – No de réf. du client

File No. - No du dossier

CCC No./No CCC – FMS No./ No VME

<b>DID No:</b> RP-28	<b>Title:</b> Cultural Property Inventory
<b><u>SOW Reference:</u></b> Provide Cultural Property Services	
<b><u>Purpose:</u></b> To record and report annually on cultural property inventory in support of providing up-to-date inventory information.	
<b><u>Related Documents:</u></b> PWGSC DP079 Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit cultural property inventory updates annually in accordance with Annex H to the Contract Section 2.10.2, transactions CPI0 and CPI1.	

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<b>DID No:</b> RP-29	<b>Title:</b> Ornamental Plant-Life Inventory
<b><u>SOW Reference:</u></b> Provide Interior Landscaping, Interior Ornamental Plant and Green Roof Services	
<b><u>Purpose:</u></b> To update, record and report annually on the ornamental plant-life inventory and maintain up-to-date PWGSC inventory content records.	
<b><u>Related Documents:</u></b> Annex H to the Contract	
<b><u>Preparation Instructions:</u></b> Submit ornamental plant-life inventory annually in accordance with Annex H to the Contract Section 2.10.3, transaction PLI0.	

<b>DID No:</b> RP-30	<b>Title:</b> Common Service Performance Reports
<b><u>SOW Reference:</u></b> Provide Common Services	
<b><u>Purpose:</u></b> To provide feedback on the operational performance of the Central Heating and Cooling plants being operated and maintained under the contract.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Provide the following on a monthly basis:	
<b>1. Summary of Performance</b> A brief summary of the overall performance of the plant, highlighting issues or concerns that need to be addressed.	
<b>2. Operational Performance of the Plants</b> Report on the following information:	
a) Steam boiler plants <ul style="list-style-type: none"> <li>• Fuel type</li> <li>• Number of buildings connected to the system</li> <li>• Square metres of space connected to the system</li> <li>• System Peak load - MW</li> <li>• Accumulated load - MWhrs month and year-to-date</li> <li>• Degree-days of heating for the month and year-to-date</li> <li>• Efficiency measures - high, low, and average for:             <ul style="list-style-type: none"> <li>○ Boiler(s) efficiency (net energy output/energy input)</li> <li>○ Distribution system efficiency (energy consumed by buildings/net energy output)</li> <li>○ Overall system efficiency (energy input/energy consumed by buildings)</li> </ul> </li> <li>• Identify buildings with high condensate return temperatures for further attention</li> </ul>	
b) Hot water plants <ul style="list-style-type: none"> <li>• Fuel type</li> <li>• Number of buildings connected to the system</li> <li>• Square metres of space connected to the system</li> <li>• System Peak load - MW</li> <li>• Accumulated load - MWhrs month and year-to-date</li> <li>• Degree-days of heating for the month and year-to-date</li> <li>• Efficiency measures – high, low, and average for:             <ul style="list-style-type: none"> <li>○ Boiler(s) efficiency (net energy output/energy input)</li> <li>○ Distribution system efficiency (energy consumed by buildings/net energy output)</li> <li>○ Overall system efficiency (energy input/energy consumed by buildings)</li> <li>○ Delta T (Supply Temperature – Return Temperature)</li> </ul> </li> <li>• Identify buildings with too high return temperatures for further attention</li> </ul>	
c) Chiller plants <ul style="list-style-type: none"> <li>• Number of buildings connected to the system</li> <li>• Square metres of space connected to the system</li> <li>• System Peak load - MW</li> <li>• Accumulated load - MWhrs month and year-to-date</li> </ul>	

- Degree-days of cooling for the month and year-to-date
- Efficiency measures – high, low, and average for:
  - Chiller(s) efficiency (net energy output/energy input)
  - Distribution system efficiency (energy consumed by buildings/net energy output)
  - Overall system efficiency (energy input/energy consumed by buildings)
  - Delta T (Supply Temperature – Return Temperature)
- Identify buildings with too low return temperatures for further attention
- Refrigerant make-up – kg/month and year-to-date

d) For Chiller plants that supplement cooling using river or lake water

- All of the information for item c) plus:
  - A measure of the amount of “free cooling” derived from the river/lake
  - Efficiency achieved by the chillers for different operating conditions

## 2. Financial Performance of the Plants

Report on the following:

- Total operational costs of heating, including fuel costs / MWhr of energy consumed by the buildings
- Total operational costs of cooling, including fuel costs / MWhr of energy consumed by the buildings
- Cost of fuel and electricity per unit consumed

Track, and make available upon request, the following information:

### Hot water production plant

- |                                      |   |  |
|--------------------------------------|---|--|
| • Fuel type                          | - | natural gas/oil (#6, #2 etc.)                |
| • Fuel (energy consumed) MWhrs)      | - | hourly, daily, monthly, annual (GJ or MWhrs) |
| • Flue gas temperatures              | - | °C – continuous                              |
| • Excess oxygen                      | - | continuous                                   |
| • Metered energy output as hot water | - | MW in real time                              |
| • Outdoor temperatures               | - | °C - continuous                              |
| • Send out temperatures              | - | °C - continuous                              |
| • Return water temperatures          | - | °C - continuous                              |
| • Flows                              | - | l/second – continuous                        |
| • Delta T (calculated)               | - | °C - continuous                              |
| • Building supply temperatures       | - | °C - continuous                              |
| • Building return temperatures       | - | °C - continuous                              |
| • Building peak/ Instantaneous loads | - | kW   |
| • Accumulated loads                  | - | MWhrs/day, month, year                       |

### Steam Production Plant

- |                                  |   |                                      |
|----------------------------------|---|--------------------------------------|
| • Fuel type                      | - | natural gas/oil (#6, #2 etc.)        |
| • Fuel (energy consumed)         | - | daily, monthly, annual (GJ or MWhrs) |
| • Flue gas temperatures          | - | °C - continuous                      |
| • Metered energy output as steam | - | MW and kg/hr in real time            |
| • Outdoor temperatures           | - | °C - continuous                      |

- |                                  |   |                          |
|----------------------------------|---|--------------------------|
| • Send out pressures             | - | mpa                      |
| • Make up water                  |   | Litres per hour          |
| • Condensate return temperatures | - | °C – continuous          |
| • Building supply temperatures   | - | °C - continuous          |
| • Condensate return temperatures | - | °C - continuous          |
| • Building Instantaneous loads   | - | kW                       |
| • Building accumulated loads     | - | MWhrs/day, month or year |

Chilling Production Plant

- |   |   |  |
|---|---|--|
| • River water temperature                     |   |  |
| ○ into the condensing heat exchanger          |   | °C – continuous  |
| ○ leaving the condensing heat exchanger       |   | °C – continuous  |
| • Approximate flow of river water that        | - | m <sup>3</sup> /sec or m <sup>3</sup> /hr (based on pump capacity for condition) |
| • Electricity consumed by pumps               | - | kW and kWhrs accumulated (per hour, per day or per year)                         |
| • Supply temperature from chillers            | - | °C – continuous  |
| • Return temperature to chillers              | - | °C – continuous  |
| • Energy output from chillers                 | - | MW (continuous record)   |
| • Energy delivered from chillers              | - | MWhrs (hourly, daily, monthly, annually)   |
| • Energy input to chillers                    | - | MW (continuous record)   |
| • Energy consumed by chillers                 | - | MWhrs (hourly, daily, monthly, annually)   |
| • Energy demand at building                   | - | MW   |
| • Energy consumed at building                 | - | MWhrs (hourly, daily, monthly, annually)   |
| • Supply and return temperatures at buildings | - | °C – continuous  |
| • Refrigerant make-up (Kg/year)               | - | Per contractor determined methodology  |



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<b>DID No:</b> TP-1	<b>Title:</b> Tenant Correspondence Log
<b><u>SOW Reference:</u></b> Provide Third-party Lease and Agreement Administration Services	
<b><u>Purpose:</u></b> To provide a record of correspondence with third-party tenants to support administration of the relationship, dispute resolution and analysis of issues and concerns.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare and maintain the Tenant Correspondence Log with the following entries for each item of correspondence: <ul style="list-style-type: none"><li>• the date of receipt of the correspondence,</li><li>• the originator,</li><li>• an abstract of issue, problem or risk,</li><li>• the required actions by the contractor or required of Canada,</li><li>• planned and completed actions, and</li><li>• date of resolution.</li></ul>	

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<b>DID No:</b> TP-2	<b>Title:</b> Third party Agreement Justification Form
<b><u>SOW Reference:</u></b> Establish Third-party Leases	
<b><u>Purpose:</u></b> To provide information pertaining to two stages of the leasing process: <ol style="list-style-type: none"><li>1. to document the rationale, business case and proposed approach for marketing Government space to prospective third parties; and</li><li>2. to recommend proposed tenant and the associated terms of the lease when a proposed third party has been identified.</li></ol> Submit and obtain approval of the Justification Form at each stage of the process, before proceeding.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the Justification Form following the sample template found in the Appendix.	



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<b>Recommendations/Approvals</b>	
Recommendation by Commercial Operations (Leasing):	
Name and Title:	Date:
Reviewed by PWGSC Property and Facility Manager:	
Name and Title:	Date:
Reviewed and Approved by PWGSC Asset Manager:	
Name and Title:	Date:
Reviewed and Approved by PWGSC Leasing Manager:	
Name and Title:	Date:

Attachments: Floor Plan of Premises  
Rental Rate Determination – Supporting Documents

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<b>DID No:</b> TP-3	<b>Title:</b> Letting Control Sheet
<b><u>SOW Reference:</u></b> Establish Third-party Leases	
<b><u>Purpose:</u></b> To advise the TA of new and changed third-party occupancy agreements, and provide confirmation to the TA, NCA Commercial & Property Transactions or Regional Leasing Operations of changed and new third-party occupancy agreements.  The Letting Control Sheet is prepared after the lease negotiations have been finalized and is forwarded along with the lease agreement to the TA for approval of the lease.	
<b><u>Related Documents:</u></b>	
<b><u>Preparation Instructions:</u></b> Prepare the Letting Control Sheet in accordance with the sample template found in the Appendix.	

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**Appendix**

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Letting Control Sheet							
<b>SECTION 1 - AGREEMENT INFORMATION</b>							
Agreement Type:		<input type="checkbox"/> Letting	<input type="checkbox"/> License	<input type="checkbox"/> Service Agreement			
Type of Contract:		<input type="checkbox"/> New	<input type="checkbox"/> Amendment (#___)	<input type="checkbox"/> Assignment			
		<input type="checkbox"/> Renewal	<input type="checkbox"/> Overhold	<input type="checkbox"/> Renewal Option Exercised			
Term Type:		<input type="checkbox"/> Term Certain	<input type="checkbox"/> Month to Month	<input type="checkbox"/> Termination			
<b>SECTION 2 - TENANT &amp; SPACE INFORMATION</b>							
WinFIS Agreement #:		Letting Agreement #:		Customer (SIGMA) #:		Lease Cost Center:	
Previous WinFIS # (if applicable):		Tenant #:		Tenant Name:		Real Property Unit:	
Building Name:				Operating As:			
Building Address:				<b>Tenant Contact Information</b>			
				Name:			
				Phone:			
<b>Rent Information</b>							
Occupancy Date (yyyy/mm/dd):				Email:			
Commercial Ops Review Date (yyyy/mm/dd):				Fax:			
<b>Not Linked to Space Reason</b>				Billing Mailing Address:			
<input type="checkbox"/> Space Covered by Another OI Covering OI: _____							
<input type="checkbox"/> Phone Booth				<input type="checkbox"/> Telecommunication		<input type="checkbox"/> Kiosk	
<input type="checkbox"/> Automated Teller Machine				<input type="checkbox"/> Vending Machine		<input type="checkbox"/> Drop Box	
<input type="checkbox"/> Other Reason: _____							
Description of Type of Space (Actual Use) / Comments:							
<b>Term of Agreement</b>				<b>Type of Space (Actual Use)</b>			
Start Date (yyyy/mm/dd):				End Date (yyyy/mm/dd):			
				<input type="checkbox"/> Office <input type="checkbox"/> Cultural/Heritage <input type="checkbox"/> Parking			
				<input type="checkbox"/> Retail <input type="checkbox"/> Daycare <input type="checkbox"/> Warehouse			
<b>Renewal Options</b>							
Start Date (yyyy/mm/dd):				End Date (yyyy/mm/dd):			
1)				<input type="checkbox"/> Inside Storage <input type="checkbox"/> Fitness Centre <input type="checkbox"/> Land			
2)				<input type="checkbox"/> Kiosk/Public <input type="checkbox"/> Inside Telecom <input type="checkbox"/> Outside Telecom			
3)				<input type="checkbox"/> Food Processing <input type="checkbox"/> Recreation/Health			
<b>Original Rent</b>							
Floor:	Location Code:	Rentable Space (m <sup>2</sup> ):	Rent Rate:	Monthly Rent:	Annual Base Rent:	Start Date (yyyy/mm/dd):	End Date (yyyy/mm/dd):
<b>Step-Ups</b>							
Floor:	Location Code:	Rentable Space (m <sup>2</sup> ):	Rent Rate:	Monthly Rent:	Annual Base Rent:	Steps Start Date (yyyy/mm/dd):	Steps End Date (yyyy/mm/dd):
Escalation Note:							
<b>Clauses</b>							
<input type="checkbox"/> Option to Expand		<input type="checkbox"/> Relocation Clause		<input type="checkbox"/> Parking			
<input type="checkbox"/> Option to Terminate		<input type="checkbox"/> Percentage Rent		<input type="checkbox"/> Additional Special Clauses			
<input type="checkbox"/> First Right of Refusal		<input type="checkbox"/> Exclusivity		<input type="checkbox"/> Service (official languages)			
<input type="checkbox"/> Use Clause		<input type="checkbox"/> Restrictive Covenants		<input type="checkbox"/> Signage (official languages)			
Comments (specify clause):							

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SECTION 3 - ADDITIONAL INFORMATION				
Services Paid By:			O&M/Utilities/Realty Taxes Comments	
	Landlord Direct	Tenant to Landlord	Tenant Direct	
Operating Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Realty Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Realty Taxes Information (Type = "Taxes" in WinFIS) <input type="checkbox"/> N/A				
Rentable m <sup>2</sup> :	Base year amt. in Effect From: _____ To: _____			
Escalatable?	<input type="checkbox"/> NO Basic Operating Amount (Annual) \$ _____			
	<input type="checkbox"/> YES Basic Operating Amount \$ _____ Base Year _____ PWGSC Share 100%			
Utilities (Type = "O&M", O&M Type = "Utilities" in WinFIS) <input type="checkbox"/> N/A				
Rentable m <sup>2</sup> :	Base year amt. in Effect From: _____ To: _____			
Escalatable?	<input type="checkbox"/> NO → Basic Amount (annual) \$ _____			
	<input type="checkbox"/> YES → <input type="checkbox"/> Escalation Based on CPI Over Base Year: <input type="checkbox"/> CPI: Canada New or <input type="checkbox"/> Other CPI: (identify) _____			
If Yes, Choose One	Base Month and Year:	Basic Operating Amount \$ per m <sup>2</sup>	Anniversary Date	Subsequent years
		\$		
	<input type="checkbox"/> YES → <input type="checkbox"/> Escalation Based on Actual Annual Operating Cost (full net)			
	Base Year:	From:	To:	Amount \$ _____
Operating Costs / Common Area Maintenance (Type = "O&M", O&M Type = "General" in WinFIS) <input type="checkbox"/> N/A				
Rentable m <sup>2</sup> :	Base year amt. in Effect From: _____ To: _____			
Escalatable?	<input type="checkbox"/> NO → Basic Amount (annual) \$ _____			
	<input type="checkbox"/> YES → <input type="checkbox"/> Escalation Based on CPI Over Base Year: <input type="checkbox"/> CPI: Canada New or <input type="checkbox"/> Other CPI: (identify) _____			
If Yes, Choose One	Base Month and Year:	Basic Operating Amount \$ per m <sup>2</sup>	Anniversary Date	Subsequent years
		\$		
	<input type="checkbox"/> YES → <input type="checkbox"/> Escalation Based on Actual Annual Operating Cost (full net)			
	Base Year:	From:	To:	Amount \$ _____
Percentage Rent Due	<input type="checkbox"/> Yes <input type="checkbox"/> No	Calculation of Percentage Rent	Type of Product	Commencement Date (yyyy/mm/dd)
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____  (Sales Figures Due by the _____ of the following month.)		(____) % Gross Sales Over \$ _____		
		(____) % Gross Sales Over \$ _____		
		(____) % Gross Sales Over \$ _____		
		(____) % Gross Sales Over \$ _____		
		(____) % Gross Sales Over \$ _____		
		(____) % Gross Sales Over \$ _____		
Annual Estimated Percentage Rent Forecast:		\$ _____		
SECTION 4 - APPROVALS AND COMMENTS				
Prepared By:	Signature:		Date (yyyy/mm/dd):	
Authorized By:	Signature:		Date (yyyy/mm/dd):	
Authorized By:	Signature:		Date (yyyy/mm/dd):	
Approved By:	Signature:		Date (yyyy/mm/dd):	
Actioned in WinFIS By:	Signature:		Date (yyyy/mm/dd):	
General Comments:				
Reviewed By (PWGSC):	Signature:		Date (yyyy/mm/dd):	

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## **ATTACHMENT 3 TO STATEMENT OF WORK FOR REAL PROPERTY SERVICES**

### **REQUIREMENTS FOR UNDERTAKING THE TRANSITION TO FULL OPERATIONS**

#### **1 Undertake the transition to full operations:**

- a) establish an initial response capability for building and multi-building site emergencies;
- b) consult with PWGSC, Custodian representatives and Tenants and review existing Building Emergency Plans, and Infrastructure Continuity Plans;
- c) plan, host and participate in workshops as required;
- d) indicate the designated single point of contact at the Contract level, and individuals to be involved in SDR Acceptance Reviews, on behalf of senior management, with the accountability and authority to develop, implement, maintain and improve the QMS and ensure that requirements are communicated throughout the contractor's organization;
- e) collaborate with the TA, and other stakeholders, as directed, potentially including incumbent contractors;
- f) minimize disruption to Tenants and ensure continuity of Tenant programs and operations leading up to the Contract Operational Start Date;
- g) plan and coordinate activities leading up to the Contract Operational Start Date;
- h) provide names of staff and resources;
- i) establish relationships with key parties, including the TA and CA, Tenants and other contractors providing services within the Contract Inventory;
- j) develop and test contractor information systems and protocols;
- k) process information on the GFE, Ornamental Plant, and Cultural Property Inventories, and on GFA, Government Furnished Information (GFI), which will be provided at Contract Award; and
- l) ensure continuity of building operations and uninterrupted service call response.

#### **2 Within 30 days following Contract Award:**

- a) designate the manager who will act as point of contact for the TA, to coordinate Acceptance Reviews and other Transition activities;
- b) designate the Portfolio Managers for each portfolio, and a Contract Manager to oversee the implementation of the Contract and act as a point of contact for the TA;
- c) submit the Contract Transition Plan, for acceptance, setting out how the transition to full operations will be undertaken, including a contingency plan to address unforeseen delays;
- d) submit the first Labour Resource Plan and Travel Plan, for acceptance;
- e) undertake the work to obtain required staff security clearances;
- f) train, and deploy key staff once security clearances have been obtained;
- g) submit a Transition Communications Plan, for acceptance, setting out:
  - i. how, and by whom, communications requirements will be fulfilled in collaboration with the TA, and
  - ii. provisions for informing Tenants and suppliers of the new Contract, including communications protocols and contractor service contacts, to ensure that Tenants do not experience disruptions or reductions in service levels, and that third-party revenues are monitored; and
- h) submit a Contact Information List for key contractor personnel at the executive, senior management, and operational levels.

#### **3 Within three calendar months following Contract Award:**

- a) coordinate access to facilities and systems;

- b) develop and implement an Information Management and Information Technology (IM/IT) Plan and Strategy, for acceptance; and
  - c) demonstrate the capability to provide data deliverables as outlined in the SDRL, and to meet the requirements of the IM/IT Requirements Annex to the Contract.
- 4** Within 60 days prior to the Contract Operational Start Date, notify utility and other suppliers of the new Contract to ensure proper billing and continuity.
- 5** Within 30 days prior to the Contract Operational Start Date:
- a) validate utility readings, as of the Contract operational start date;
  - b) validate and, where necessary, establish SOPs for each Asset Class, and for each Portfolio, as required, and confirm safety, security and emergency preparedness and environmental procedures;
  - c) establish interfaces with the NSCC and provide contact lists;
  - d) demonstrate that effective network and data communications can be established with PWGSC and provide sample reports;
  - e) validate the inventory of agreements, files, and reports provided as GFI, necessary for third-party occupancies and coordinate with the respective contractors to ensure uninterrupted service delivery;
  - f) develop a door and equipment Key Inventory Sheet;
  - g) coordinate with suppliers of novated contract services to ensure uninterrupted service delivery;
  - h) contact existing contractors under contract to Custodians whose contracts will be administered by the contractor, to ensure uninterrupted services;
  - i) verify the GFA, GFE, cultural property and ornamental plant inventories;
  - j) submit final performance measures in accordance with the Performance Measurement Regime;
  - k) implement processes to provide PIs as of the Contract Operational Start Date;
  - l) confirm that required staff and other resources under the contractor's authority are in place, trained, familiar with the inventory they will be supporting, and security-cleared, and submit an updated Labour Resource Plan reflecting changes;
  - m) arrange security access to facilities for contractor staff and other resources under the contractor's authority;
  - n) submit the OHS Program, including OHS plans at the building level, where appropriate, for acceptance, and implement the program;
  - o) operate management systems, including a QMS and an EMS, and provide performance measurement data for PIs, in accordance with the Performance Measurement Regime;
  - p) review existing BMPs and Portfolio Plans and prepare to implement these plans as of the Contract Operational Start Date;
  - q) implement the Transition Communications Plan;
  - r) submit Contingency Plans, including a contractor Business Continuity Plan, for acceptance, confirming that effective risk management is in place;
  - s) for assets not previously included under a service arrangement, and for new RP-1 assets, gather equipment and system data, identify and label equipment, enter data and schedule maintenance using the CMMS;
  - t) train resources on fire safety responsibilities and Building Infrastructure Continuity Plans and ensure that they are prepared to deal with emergencies; and
  - u) review documentation associated with third-party occupancies and ensure effective management of these arrangements.
- 6** By the Contract Operational Start Date:
- a) promptly implement and comply with the requirements of the SOW and the accepted SDR, and submit revisions to the SDR for acceptance, during the course of the Contract, to respond to issues raised by the TA and CA;
  - b) obtain acceptance in advance of undertaking changes to the accepted SDR;

- c) provide a Quality Management Plan indicating how the contractor will meet quality requirements, including timelines, organizational structures and resources;
- d) provide documented quality management processes and procedures, supported by,
  - i. the Performance Measurement Regime, providing for reporting, analysis, and continual improvement of service delivery,
  - ii. quality assurance checklists, and
  - iii. capabilities to monitor, verify, analyze and report nonconformities and to manage their resolution through corrective and preventive action;
- e) establish automated capabilities, with provisions to enable the TA to validate and verify data, record, track, search, sort, query, comment, and report on quality nonconformities, subsequent corrective and preventive actions, and their resolution; and
- f) transfer building data into the CMMS and confirm maintenance and scheduling requirements.

## **ATTACHMENT 4 TO STATEMENT OF WORK FOR REAL PROPERTY SERVICES**

### **REQUIREMENTS FOR MANAGING CONTRACT COMPLETION**

#### **GENERAL**

- 1.1. Develop and obtain acceptance of a Contract Completion Plan, in accordance with the SDRL.
- 1.2. Manage the Contract Completion Period in accordance with the Contract Completion Plan, and undertake work to transition inventory to a new service delivery regime, involving a replacement contract and another contractor, or reversion to service delivery by Custodians.
- 1.3. Support and coordinate transition activities with Custodians and third parties, as required, to ensure an effective transition:
  - a) ensure continuity of building and Tenant operations;

- b) plan the transition to the new service delivery regime, as directed;
- c) plan and coordinate work leading up to the Contract Completion Date;
- d) establish lines of communication with key parties, including the TA and CA, Tenants and third parties, as directed; and
- e) provide information on GFE, and where applicable GFA, and GFI.

## UNDERTAKE CONTRACT COMPLETION

### 2.1 At least 12 months prior to the Contract Completion Date:

- a) designate a dedicated Contract Completion Manager, to act as point of contact for the TA, for managing and coordinating Contract Completion;
- b) prepare and obtain acceptance of a detailed Contract Completion Plan;
- c) report on the status of projects that will not complete before the Contract Completion Date;
- d) notify resources under the contractor's authority, employees and other resources providing the services, of upcoming contract completion; and
- e) prepare and present a Contract Lessons-learned Report on the contractor's experience in delivering services under the Contract, including recommendations for future, similar contracts.

### 2.2 Within four months prior to the Contract Completion Date:

- a) provide a listing of existing subcontracts, including subcontractor and supplier names and contact information, identification of equipment and services supplied, and other information to assist in transition;
- b) provide an updated Key Inventory Sheet;
- c) provide complete documentation on existing warranties;
- d) provide complete documentation on contracts managed on behalf of Custodians;
- e) provide recommendations on the potential novation of subcontracts and, as required, advise designated subcontractors accordingly;
- f) provide an up-to-date building documentation archive for each asset, including:
  - i. O&M manuals,
  - ii. CMMS records and data,
  - iii. maintenance management records and data in other formats,
  - iv. manufacturer literature and equipment manuals, and
  - v. drawings, warranties, and other building systems and equipment information as required, for each asset;
- g) provide copies of current building SOPs, site-specific OHS plans, Building, and Multi-building Site Emergency Plans and Infrastructure Continuity Plans;
- h) review and update Ornamental Plant and Cultural Property Inventories;
- i) provide complete documentation on software licenses and database agreements;
- j) provide complete documentation on third-party operations items and files, agreements, leases, reports and other relevant documentation managed on behalf of Custodians; and
- k) support the TA in transferring the information described above to OGD Custodian, PWGSC or other contractor systems and archives.

### 2.3 Within two months prior to the Contract Completion Date:

- a) provide an updated list of GFE, GFA, and GFI; and
- b) review and update the information in the Ornamental Plant Inventories and Cultural Property Inventories for the Portfolio.

### 2.4 Within 30 days prior to the Contract Completion Date:

- a) provide a status report on projects that will not be complete by the Contract Completion Date, including a description of outstanding work and recommendations for its completion;
- b) provide final updates to inventories and documentation provided during the Contract Completion period; and

- c) transmit O&M and other information, data, and records retained over the period of the contract to the TA, in a manner that will ensure they continue to be persistently accessible for the legislated period of time.

2.5 On the Contract Completion Date:

- a) provide a certification that suppliers and subcontractors have been paid for work up to the completion date;
- b) return GFE, GFA, and GFI;
- c) provide access to records demonstrating compliance and information supplied in relation to legislative and regulatory requirements governing the delivery of services, including the CLC, and COHSR requirements;
- d) validate and sign-off on utility readings;
- e) provide complete documentation on outstanding quality nonconformities at Contract Completion; and
- f) complete and provide a financial reconciliation including revenues and necessary data to determine applicable performance fees and deliverables related to activities.

## **ATTACHMENT 5 TO STATEMENT OF WORK FOR REAL PROPERTY SERVICES**

### **SUMMARY OF SDRL ELECTRONIC TRANSACTIONS**

#### **INTRODUCTION**

- 1.1 The following tables provide a summary of the electronic transactions ("transactions") associated with the SDRL and the DIDs.
- 1.2 Submit transactions in accordance with the IM/IT Requirements Annex to the Contract
- 1.3 Electronic data submitted in transactions by the Contractor will be used by Canada to produce business reports from its own information systems.
- 1.4 Table 1 provides a mapping of transactions against the SDRL. This mapping is provided for general reference purposes only and is not intended to be an exhaustive cross-reference.
- 1.5 Table 2 provides a mapping of the transactions against the sections of the SOW. This mapping is provided for general reference purposes only and is not an exhaustive cross-reference.
- 1.6 Table 3 provides the schedule and frequency for the submission of each transaction. Submit transactions according to this schedule or as mutually agreed by the Contractor and the Technical Authority.

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**Table 1 – Mapping of Transactions Against the SDRL**

<b>SDRL No.</b>	<b>DID Ref.</b>	<b>Deliverable</b>	<b>Annex X Transaction Reference</b>
50	RP-1	Annual forecasts of revenues and costs for each Portfolio and Contract for the year ending March 31	OMP0, PPT0, RAP0, RCP0
52	RP-3	Monthly reports on revenues	RMF0
53	RP-4	O&U budget status	OMA0
54	RP-5	Monthly project activity, year-end forecasts and status reports	PPT0, PPT1, PAC0, PPT2, PMT0, PMT1, PCS0
55	RP-6	Monthly reports on Commission Fees	RCF0
56	RP-7	POP updates	PPT0, PPT1, PPT2, PAC0, PCS0, PMT0, PMT1
57	RP-8	Report on completed tenant projects separately from BMP projects	PPT0, PPT1, PAC0
58	NA-26	Report on results of energy retrofit projects as part of commissioning reports	PPT0
59	RP-9	Report on newly acquired assets	EIT0
60	RP-10	Real Property Betterments and Leasehold Improvements reports	EIT0
61	RP-11	Report on third party lease transactions	TEN0, SCI0, CON0, CON1, CON2, CON3, CON4, CON5, CON6, CAT0, RSA0, RSM0, LAS0
62	RP-12	Report on Leases	LSEO, LSE1, LSE2 and LSE3
63	RP-13	Report on total consideration	LSE3
67	RP-17	Monthly performance reports at the Portfolio and Contract levels	PIR0
69	RP-19	Report on Additional Property Management Services	PAC0
70	RP-20	Critical Incident reports	CET0, CET1, CET2, CET3, CET4
71	RP-21	Service call tracking and reporting	NCC0
74	RP-24	Environmental activity reports	AMP0, AMP1, ENV0, HAZ0, PCR0, PUT0, RMQ0, RMQ1, STR0, STR1, WTR0, AWS0, BDT0
77	RP-25	Monthly reports on energy consumption and other utility usage	UCT0
78	RP-26	Inventory of regulated systems, building equipment and components	EIT0
79	RP-27	GFE Inventory	GFE2
80	RP-28	Cultural property inventory	CPI0, CPI1
81	RP-29	Ornamental plant inventory	PLI0

**Table 2 – Statement of Work References**

<b>Statement of Work Reference</b>	<b>Annex X Transaction Reference</b>
<b>Management Services - General Requirements</b>	
Manage Quality	PIR0
Apply the Performance Measurement Regime	PIR0
Planning Services	OMP0, PPT0, RAP0, RCP0, PMT1
Tenant Services	PAC0, PPT0, PPT1, PCS0, PMT0
Manage Incidents	CET0, CET1, CET2 CET3, CET4,
Ensure Health and Safety in Custodian Assets	AWS0, ENV0, AMP0, AMP1, PUT0 ,STR0, STR1
Respond to Service Calls	NCC0
Risk Management	PMT1
Sustainability Program	PPT0, PMT1
Heritage Conservation	OMP0, OMA0, PPT0, PAC0, PCS0, PMT0
Manage Information, Report and Keep Records	All Transactions
<b>Management Services – Business Administration</b>	
Expenditure Management	OMP0, OMA0, PPT0, PAC0, RCP0, RCF0, PMT0, PMT1, ,
<b>Management Services – Property Management Services</b>	
Services to Protect Built and Movable Heritage Assets	OMP0, OMA0, PPT0, PAC0
Cleaning Services	OMP0, OMA0,
Building Systems & Equipment	EIT0, GFE2, PPT1, HAZ0, STR0, AWS0, WTR0
Maintenance Services	CET0, CET1, CET2, CET3, CET4, OMP0, OMA0, UCT0, STR0, STR1,
Environmental Management	AMP0, AMP1, ENV0, HAZ0, PCR0, PUT0, RMQ0, RMQ1, STR0, STR1, WTR0, AWS0, UCT0, PPT0
Property Management Services for Multi-building Sites	OMP0, OMA0, PAC0, PCS0 PPT0, RCP0, RCF0,
Energy and Utilities	UCT0
Grounds Upkeep and Landscaping	OMP0, OMA0,
Security Services	OMP0, OMA0
Commissioning Management	PAC0
Inventory Management	PLI0, CPI0, CPI1, EIT0, GFE2, HAZ0
Other Building Services	CPI0, CPI1, PLI0, PUT0, ENV0
Manage Third-Party Leases & Agreements	RSA0, CON0, CON1, CON2, CON3, CON4, CON5, CON6, RSM0, SCI0, LAS0, CAT0, TEN0,
Parking Services	RSA0, CON0, CON1, CON2, CON3, CON4, CON5, CON6, RSM0, SCI0, LAS0, CAT0, TEN0,
Additional Property Management Services to Tenants	PPT0, PAC0
<b>Services to Establish Third-Party Leases</b>	
Establish Third-Party Leases	TEN0, SCI0, CON0, CON1, CON2, CON3



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Statement of Work Reference	Annex X Transaction Reference
<b>Lease Administration Services</b>	
General	PPT0, PMT1
Incidents in Leased Space	CET0, CET1, CET2, CET3, CET4
Lease Planning Services	OMP0, PPT0
Coordinate and Provide Requirements Definition Support for Tenant- requested Work	PPT0
Coordinate Tenant Involvement in Delivery of Projects by Others	PPT0
Administer Expenditures Associated with Leased Space	LSE0, LSE1, LSE2, LSE3
<b>Project Delivery Services</b>	
General	PMT1
Initiate & Plan Construction Projects	PPT0, PPT1, PPT2, PAC0, CS0, PMT0, PMT1
Monitor and Control Construction Project Performance	PPT0, PPT1, PPT2, PAC0, PCS0, PMT0, PMT1
Construction Projects	PPT0, PPT1, PPT2, PAC0, PCS0, PMT0, PMT1,
Commissioning Services	PAC0
Category IV – Other Real Property Projects	PPT0, PAC0, PCS0, PMT0
Category V – Projects in Leased Space	PPT0, PAC0, PCS0, PMT0, PMT1
Category VI – Tenant Projects	PPT0, PAC0, PMT0, PCS0

**Table 3 - Schedule and Frequency of Transactions**

<b>Annex "X" IM/IT Require ments Transaction Referenc e</b>	<b>Transaction Name</b>	<b>Minimum Submission Frequency</b>	<b>Schedule (To Be Received By 15:00 Hours EDT)</b>
<b>Financial Planning</b>			
OMP0	Operation and Maintenance Annual Plan	Annual and as required	1st of November, and as required by Building Management Plan process
OMA0	Operation and Maintenance Monthly Actual/Forecast Costs	Monthly	5th of the month
PPT0	Proposed Projects	Monthly in general, twice per month for projects > \$1 million	5th and 20 <sup>th</sup> of the month, and as required by the Building Management Plan process
PPT1	Proposed Project Equipment	Monthly in general, twice per month for projects > \$1 million	5th and 20 <sup>th</sup> of the month, and as required by the Building Management Plan process
PPT2	Project Details for Environmental Aspects	Monthly	5 <sup>th</sup> of the month
PAC0	Project Actual Costs	Monthly in general, twice per month for projects > \$1 million	5th and the 20 <sup>th</sup> of the month and as required by the Building Management Plan process
PCS0	Project Completion Status	Monthly in general, twice per month for projects > \$1 million	5th and the 20 <sup>th</sup> of the month and as required by the Building Management Plan process
RAP0	Revenue Annual Plan	Annual and as required	1st of November, and as required by the Building Management Plan process
RMF0	Revenue Monthly Forecast	Monthly	5th of the month
RCP0	Commission Fees Annual Plan	Monthly	5 <sup>th</sup> of the month

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<b>Annex "X" IM/IT Require ments Transaction Referenc e</b>	<b>Transaction Name</b>	<b>Minimum Submission Frequency</b>	<b>Schedule (To Be Received By 15:00 Hours EDT)</b>
RCF0	Commission Fees Monthly Forecast	Monthly	5 <sup>th</sup> of the month
PMT0	Project Monthly Tracking	Monthly in general, twice per month for projects >\$1Million	5 <sup>th</sup> and the 20 <sup>th</sup> of the month, and as required by the Building Management Plan process
PMT1	Project Milestone Tracking	Monthly in general, twice per month for projects >\$1Million	5 <sup>th</sup> and the 20 <sup>th</sup> of the month, and as required by the Building Management Plan process
<b>Third-party Leases and Agreements</b>			
TEN0	Tenant Information	Monthly	5 <sup>th</sup> of the month
SCI0	Space Component Information	Monthly	5th of the month
CON0	Contract Information (Leases)	Monthly	5th of the month
CON1	Contract Option Index	Monthly	5th of the month
CON2	Contract Leased Space Index	Monthly	5th of the month
CON3	Contract Revenue Type	Monthly	5th of the month
CON4	Invoiced Revenue (Receivables)	Monthly	5th of the month
CON5	Revenue Deposited	Monthly	5th of the month
CON6	Actual Leasing Commission Fees	Monthly	5th of the month
CAT0	Collection Activities	Twice a month	5th and 20th of the month
RSA0	Annual Retail Sales Forecast	Monthly	5th of the month
RSM0	Retail Sales Monitoring Activities	Monthly	5th of the month
LAS0	Leasing Activity Status	Monthly	5th of the month
<b>Lease Administration</b>			
LSE0	Lease Administration Contract Information	Monthly	5th of the month
LSE1	Lease Administration Contract Terms	Monthly	5th of the month
LSE2	Lease Administration Liabilities	Monthly	5th of the month

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<b>Annex "X" IM/IT Require ments Transaction Referenc e</b>	<b>Transaction Name</b>	<b>Minimum Submission Frequency</b>	<b>Schedule (To Be Received By 15:00 Hours EDT)</b>
LSE3	Lease Administration – Total Consideration	Monthly	5 <sup>th</sup> of the month
<b>Environmental Activities</b>			
AMPO	Asbestos Management Plan	Monthly	5th of the month
AMP1	Asbestos Management Summary	Annually	1 <sup>st</sup> of May, as of 31st of March
ENVO	Environmental Information	Annual	1st of May , as of 31st of March
HAZ0	Hazardous Material Holding	Annual	1st of May, as of 31st of March
PCR0	Polychlorinated Biphenyls Removal Details	Monthly and as required	5th of the month
PUT0	Pesticide Usage	Annual	1st of May, as of 31st of March
RMQ0	Recycled Material - Quantities	Annual	1st of May, as of 31st of March
RMQ1	Multi-Material Recycling Program	Annual	1st of May, as of 31st of March
STR0	Storage Tank Inspection	Annual	1st of May, as of 31st of March
STR1	Storage Tank Technical Guidelines Compliance	Annual	1st of May, as of 31st of March
WTR0	Waste Water Management	Monthly and as required	5 <sup>th</sup> day of the month
AWS0	Air and Water Quality Standards	Immediate following a non- conformity result	Monday to Friday as required
BDT0	Building Tombstone	Monthly	5th of the month
<b>Utility Consumption and Electrical Demand</b>			
UCT0	Utility Consumption	Monthly	5th of the month
<b>Critical Incidents</b>			
CET0	Critical Incident	Monthly and as required	5th of the month
CET1	Critical Incident Equipment	Monthly and as required	5th of the month
CET2	Critical Incident Effect	Monthly and as required	5th of the month
CET3	Critical Incident Corrective Action	Monthly and as required	5th of the month

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<b>Annex "X" IM/IT Require ments Transaction Referenc e</b>	<b>Transaction Name</b>	<b>Minimum Submission Frequency</b>	<b>Schedule (To Be Received By 15:00 Hours EDT)</b>
CET4	Regulatory Violation or Warning Letter	Monthly and as required	5th of the month
<b>Inventories</b>			
EIT0	Equipment Identification	Monthly and as required	5th of the month
GFE2	Government Furnished Equipment (GFE) Inventory by Item	Contract start, every two years, Contract end	1st of May, as of 31st of March
PLI0	Plant Life Inventory	Annually	1st of May, as of 31st of March
CPI0	Cultural Property Inventory	Annually or when moved or damaged	1st of May, as of 31st of March
CPI1	Cultural Property Inventory Photographs	Annually or when moved or damaged	1st of May, as of 31st of March
<b>Performance Measures</b>			
PIR0	Performance Indicator by portfolio, by region	Monthly	5th of the month
<b>National Service Call Centre</b>			
NCC0	National Services Call Centre		