



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

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

**11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2**

**Gatineau  
Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**THIS DOCUMENT CONTAINS SECURITY  
REQUIREMENTS.**

<b>Title - Sujet</b> Property and Facility Management	
<b>Solicitation No. - N° de l'invitation</b> 08C54-170130/A	<b>Date</b> 2017-06-30
<b>Client Reference No. - N° de référence du client</b> 20170130	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-302-73065	
<b>File No. - N° de dossier</b> fk302.08C54-170130	<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 2017-08-14</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> Kraya, Jehan	<b>Buyer Id - Id de l'acheteur</b> fk302
<b>Telephone No. - N° de téléphone</b> (819) 420-5351 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Maintenance & Professional Consulting Services Division  
(FK)

11 Laurier St./ 11, rue Laurier  
3C2, Place du Portage, Phase III  
Gatineau

Québec

K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **IMPORTANT NOTICE TO BIDDERS**

### **Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Jeahan Kraya by facsimile 819-956-3600 or by e-mail to [jeahan.kraya@tpsgc-pwgsc.gc.ca](mailto:jeahan.kraya@tpsgc-pwgsc.gc.ca)

Legal Company Name  
Mailing address  
Surname and given name of contact person  
Telephone number of contact person  
Title of contact person  
Facsimile number  
E-mail address of contact person  
Procurement Business Number  
Preferred Language of correspondence  
Level of Security Required

Additional information on PWGSC security can be found on the following website:  
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646(Toll free).

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- Appendix B – Technical Evaluation Criteria
- Appendix C – Security Requirements Check List -SRCL
- Appendix D – Federal Contractors Employment Equity - Certification
- Appendix E – Bid Evaluation
- Appendix F – Pricing Schedule
- Appendix G – Electronic Payment Instruments
- Appendix H – Financial Bid Submission
- Appendix I – Task Authorization Form
- Appendix J – Insurance Requirements

**Annexes (related to the SOW):**

- Annex A – Performance Management Framework
- Annex A2 – Key Performance Indicator Dashboard
- Annex B1/B2 – Performance Standards for Cleaning Standards\*
- Annex C – Reporting Requirements
- Annex D – Sample Floor Plan(s)\*
- Annex E – Building Equipment Listing\*
- Annex F – Property Condition Assessment(s)\*
- Annex G– Glossary of Terms

\* To be provided at Bidders Conference

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

#### Appendixes

- Appendix A – Statement of Work
- Appendix B – Technical Evaluation Criteria
- Appendix C – Security Requirements Check List -SRCL
- Appendix D – Federal Contractors Employment Equity - Certification
- Appendix E – Bid Evaluation
- Appendix F – Pricing Schedule
- Appendix G – Electronic Payment Instruments
- Appendix H – Financial Bid Submission
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- Appendix J – Insurance Requirements

#### Annexes (related to the SOW) :

- Annex A – Performance Management Framework
- Annex A2 – Key Performance Indicator Dashboard
- Annex B/B1 – Performance Standards for Cleaning Standards
- Annex C – Reporting Requirements
- Annex D – Sample Floor Plan(s)\*
- Annex E – Building Equipment Listing\*
- Annex F – Property Condition Assessment(s)\*
- Annex G– Glossary of Terms

## 1.2 Summary

- 1.2.1 This bid solicitation process is being issued to satisfy the requirement of Public Works and Government Services Canada and, Department of Foreign Affairs and Trade (DFATD the "Canada") for Property and Facility Management Services, Project Delivery Services and other related Optional Services. The requirement is for a fixed four year (4) contract term and the possibility of up to a further two (2) one (1) year irrevocable options allowing Canada to extend the term of the contract.

The Minister of DFATD, is designated as the Government of Canada's custodian responsible for all federal real property in support of diplomatic and consular purposes outside Canada. In this role, the Department is mandated to provide common services related to real property and goods and services procurement in support of operations of the Department, accommodating more than 7,000 government employees from more than 30 federal departments, agencies, crown corporations and provincial governments who deliver a vast array of programs abroad.

The Work is to be performed throughout the Embassy of Canada in France (Paris Embassy) located at 130, rue de Faubourg-Saint-Honoré, which includes diplomatic office space as well as the Canadian Cultural Center, with exhibition halls and access to the general public. This Statement of Work also includes the performance of Work in relation to:

- a) the Permanent Delegation of Canada for Organization for Economic Co-operation and Development (POECD), 15 bis, rue de Franqueville, Paris 75116;
- b) the Official Residence of the Ambassador, 135, rue du Faubourg-Saint-Honoré, Paris 75008; and
- c) premises housing diplomats ("staff quarters").

### 1.2.2 Purpose of the Request for Proposal

This Request For Proposal (RFP) has been developed to allow potential Bidders the opportunity to submit proposals for the Paris Embassy to PWGSC all services as identified within the Statement of Work. Bidders must submit one bid package.

### 1.2.3 Objectives

In order to fulfill its requirements, the Department is seeking to attract bids from dynamic, solution-oriented private sector real property contractors who are committed to long-term collaborative relationship for the delivery of high quality services to our clients. PWGSC is looking for highly professional firms who share its and DFATD's management values and ethics. PWGSC places considerable importance on operational excellence, quality management and continuous improvement, communication, project management best practices, best value to Canada, environmental sustainability and good neighbour principles.

### 1.2.4 Security

"There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".

### 1.2.5 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.2.6 Bidders conference and site visit

“There is a mandatory bidders’ conference and site visit associated with this requirement where personnel security screening is required prior to gaining access to CLASSIFIED information, assets or sites. Consult Part 2 – Bidder Instructions.”

1.2.7 Federal Contractors Program for Employment Equity

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

1.2.8 Planning Schedule Overview

1. Key Activities and Target Dates

The following key activities and target dates are provided for planning purposes only and do not constitute or imply any commitment by Canada.

<b>Activity Description</b>	<b>Target Dates</b>
Complete Bid Proposal Evaluations	August 18, 2017
Award Contract	September 6, 2017
Contract Operational Start Date	October 6, 2017

**1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

They are available at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22>

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.**

### **2.3 Former Public Servant**

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

#### **Definitions**

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

- a. an individual;

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6 Bidders' Conference & Site Visit**

### **2.6.1 Bidders' Conference**

1. A bidders' conference will be held at the Canadian Embassy in Paris, on the 19 of July 2017 from 8:00 am – 12:00 pm Greenwich Mean Time (GMT). The scope of the requirement outlined in the bid solicitation process will be reviewed during the conference and questions will be answered.
2. Bidders are to meet at the Main Entrance of at the 35 Avenue Montaigne Paris, France.
3. Bidders are requested to register with the Contracting Authority before the conference to confirm attendance. Bidders must 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 table no later than July 15, 2017 at 04:00 pm GMT. A maximum of three (3) individuals per Bidder.
4. Any clarifications or changes to the bid solicitation process resulting from the bidders' conference will be issued as an amendment to the bid solicitation process.
5. Bidders who do not attend or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.

### **2.6.2 Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Paris Embassy (Chancery), 35 Avenue Montaigne on July 19, 2017. The site visit will begin after the bidders' conference.

Bidders must communicate with the Contracting Authority no later than July 15, 2017 at 04:00 PM GMT to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **2.7 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by laws in for in, Ontario Canada.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid in four (4) hard copies and one (1) soft copy on CD/DVD. The Bidder should provide the soft copies on CD/DVD in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format.

Section II: Financial Bid in one (1) hard copy and one (1) soft copy on CD/DVD. The Bidder should provide the soft copies on CD/DVD in both Microsoft® Office 2003 compatible format and searchable Adobe Acrobat® compatible PDF format

Section III: Certifications in one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a. use A4 (21 cm x 29.7 cm) then PDF onto 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<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 A4 (21 cm x 29.7 cm) or 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, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **3.1.1 Bid Package**

The Bidders are to ensure the structured bid package is provided as described above and bidders are advised that the maximum page limitation for the entire bid response is 150 pages. Only referenced material included within the Bidder's response will be evaluated. Reference material outside of the Bidder's response will not be considered.

### **3.1.2 Multiple Bids**

The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate physically document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder,

Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

1. For the purpose of this bid solicitation process, individual members of a joint venture bidding in their own capacity are not considered the same bidder as a joint venture in which they form a part.
2. No Conditional Proposals

The Bidder must submit a bid for which it seeks to be considered as a Bidder. 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.

## **3.2 Section I: Technical Bid**

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

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

## **3.3 Section II: Financial Bid**

### **3.3.1 The fees shall be**

- a. submitted on the Financial Bid Form of Appendix H;
- b. based on the Bid Documents;
- c. correctly completed in all respects, as per the Financial Bid Form of Appendix H; and
- d. Signed by a duly authorized representative of the Bidder, as per the Financial Bid Form of Appendix H.
- e. in accordance with Appendix F
- f. evaluated in Euros €, the Applicable Taxes excluded,
- g. accompanied by:
  - i. as applicable, the required documentation, as specified in Section 5.1.1 and 5.2.1.
  - ii. certifications required under Part 5.
  - iii. the Former Public Servants Certification as specified in Section 2.3 Former Public Servant.
  - iv. Appendix G: Electronic Payment Instruments

Any alteration to the pre-printed or pre-typed sections of the Financial Bid Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Financial Bid Form by the Bidder shall be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

### **3.4 Section III: Certifications**

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

### **3.5 Electronic Payment of Invoices – Bid**

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

If Appendix “G” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial evaluation criteria.
  - b. An evaluation team composed of representatives of DFAT and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Non-government members will be required to sign a Declaration of No conflict of Interest and Declaration of Confidentiality prior to the commencement of the evaluation process.
2. In addition to any other time periods established in the bid solicitation process:
- a. Requests for Clarifications: if Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting

Authority) to provide the necessary information to Canada. Failure to provide information related to any Technical Mandatory Criteria will result in the bid being declared non-responsive. Failure to provide the information related to any Point rated criteria will result in a score of "0".

- b. Extension of time: if additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.

## **4.2 Technical Evaluation**

The evaluation process for the technical bid is described in Appendix B.

### **a. Mandatory Technical Criteria**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation process. All technical criteria that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

### **b. Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation process by the word "rated" or by reference to a score. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

### **c. Reference Checks**

Reference checks for the purpose of this evaluation are used to verify and validate the bidder's response. Information provided by a reference which differs from the information supplied by the Bidder may be considered by evaluators. If the information provided by the bidder cannot be verified and validated, the information will not be evaluated and the bid will receive a score of zero for the criteria in question. Crown references will be accepted.

### 4.3 Financial Evaluation

4.3.1 The financial evaluation process is described in Appendix F and 4.4 Basis of selection.

4.3.2 For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### 4.4 Basis of Selection - Highest Combined Rating of Technical Merit and Financial Merit

#### Categories - Technical Merit 70% and Price 30%

4.4.1 To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation;
- meet all the mandatory evaluation criteria; and
- obtain the required minimum of **75 percent overall of the points** that correspond to the rated criteria set out in Appendix "B".

4.4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.4.3 The Technical Evaluation Score (TES) will be allocated to each responsive bid in accordance with Appendix B.

4.4.4 A **Technical Merit Score (TMS)**, will be allocated to each responsive bid and is determined as follows:

Total number of points obtained / maximum number of points available times the allocated percentage of 70%. **TMS = TES/110 x 70.**

4.4.5 The lowest evaluated price (LP) of all responsive bids will be identified and a **Pricing Score (PS)** will be determined by dividing the LP by the Bidder's Price (BP – from Appendix H) as follows: **PS = LP / BP x 25.** PS is the evaluated Price Score (PS) of each responsive bid.

4.4.6 The **Rated Score (RS)** is derived by adding the TMS and the PS.

4.4.7 In addition, the content of the proposed O&M Budget (OMB) is worth 5points and is evaluated on the Bidder's comprehension and forecasting related to all operational costs associated with delivering the services in Appendix A. The OMB Mark will then be added to the Rated Score (RS).

4.4.8 The Operational Maintenance Budget Mark (OMB) is derived by the Individual Mark (IM) being divided by the Highest Mark (HM) as follows: **OMB = IM / HM x 5.**

4.4.9 The overall Technical and Financial Score (OTFS) is determined as follows: **OTFS = RS + OMB**

4.4.10 The responsive bid with the highest combined rating of technical merit, price and content mark will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit, price and content mark, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively. In this example the successful bidder would be Bidder 1.

Technical Evaluation Score (Appendix B) (TES)		Technical Merit Score (TMS)	Price Score (PS) (LP / BP x 25)	Rated Score (RS)	O&M Budget Mark (OMB)	Overall Technical & Financial Score
<b>Bidder 1</b>	90.0	$90 / 110 \times 70 = 57.27$	$1,150,000^* / 1,156,000 \times 25 = 24.9$	82.17	5	87.17
<b>Bidder 2</b>	85.0	$85 / 110 \times 70 = 54.09$	$1,150,000^* / 1,150,000 \times 25 = 25.0$	79.09	3.33	82.44
<b>Bidder 3</b>	92.0	$92 / 110 \times 70 = 58.54$	$1,150,000^* / 1,153,000 \times 25 = 24.9$	83.14	1.66	85.10

\* represents the lowest evaluated price

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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.

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.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **5.2 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

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

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

### **5.2.3.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

#### **For Foreign Suppliers:**

- i. The Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial

security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> .

- ii. The Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction as indicated in Part 7 - Resulting Contract Clauses.
- iii. The Bidder's proposed individuals requiring access to Canadian restricted sites must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses.
- iv. Bidders are reminded to obtain the required security clearance promptly as the Work must not be started without the requisite security clearances. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- v. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- vi. Bidders are reminded that Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.
- vii. The bid must clearly indicate the work which the Bidder plans to subcontract. All subcontracting arrangements which provide the subcontractor with access to any Canadian restricted sites and/or access to CANADA PROTECTED information/assets are subject to approval by Canada. The description of subcontracting arrangements must demonstrate how the Bidder will ensure that all requirements, terms, conditions, and clauses of the contract are met.

## **6.2 Financial Capability**

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

It is available at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T>

## **6.3 Contract Security**

The Contractor must provide the contract security specified in Part 7.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

## **7.1 Scope of work**

### **7.1.1**

- a) The Contractor must perform the Work in accordance with the Statement of Work at Appendix A and the Contractor's bid dated\_\_.
- b) The Statement of Work and its appendices are deemed to include not only the particular kind of Work mentioned, but also labour, services, rentals, travel, material, matters and things necessary for the execution, completion and delivery of the Work.
- c) Canada has the irrevocable option to add or withdraw assets and 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 by the Contracting Authority.

### **7.1.2 Task Authorization**

The Work described as Minor Works (over €1,000) and Minor Minor Project Management Services in the Statement of Work in Appendix A to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### **7.1.3 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Appendix I.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **7.1.4 Task Authorization Limit**

The Project Authority may authorize in writing individual Task Authorizations up to a limit of € 13,000, Applicable Taxes included, inclusive of any revisions.

The Technical and Expenditure Authority may authorize in writing individual task authorizations between €13,000 and €250,000 and, Applicable Taxes included, inclusive of any revisions.

Any Task Authorization to be issued in excess of the €250,000 limit must be authorized in writing by the Contracting Authority before issuance.

### **7.1.5 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

Q1 = April to June 30

Q2 = July 1 to September 30

Q3 = October 1 to December 31

Q4 = January 1 to March 31

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

#### **7.1.5.1 Reporting Requirement- Details**

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

##### **7.1.5.1.1 For each authorized task:**

7.1.5.1.1.1 the authorized task number or task revision number(s);

7.1.5.1.1.2 a title or a brief description of each authorized task;

7.1.5.1.1.3 the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

7.1.5.1.1.4 the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

7.1.5.1.1.5 the start and completion date for each authorized task; and

7.1.5.1.1.6 the active status of each authorized task, as applicable.

##### **7.1.5.1.2 For all authorized tasks:**

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

7.1.5.1.2.2 the total amount, exclusive of Applicable Taxes, expended to date against all authorized Tas.

## **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

They are available at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>

## 7.2.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information. apply and form part of the contract.

They are available at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4006/3>

## 7.3 Security Requirements

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

### A. SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Foreign recipient **Contractor / Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the Foreign recipient **Contractor / Subcontractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **Contract / Subcontract**.

1. The Foreign recipient **Contractor / Subcontractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Foreign recipient **Contractor / Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
3. The Foreign recipient **Contractor / Subcontractor** defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and conditions, in writing, to the Canadian Designated Security Authority (DSA), prior to the execution of the works, services or performance, of which requires or involves access to Canadian restricted sites or CANADA PROTECTED information/assets.
4. The Foreign **Contractor / Subcontractor** shall not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement

conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient **Contractor / Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.

5. The Foreign recipient **Contractor / Subcontractor** must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
6. The Foreign recipient **Contractor / Subcontractor** shall not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:
  - a. Personnel have a need-to-know for the performance of the **contract / subcontract**.
  - b. Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in **their country** as well as a background verification. The approved verifications for the required criminal record check and background verification are listed at Appendix A.
  - c. The Foreign recipient **Contractor / Subcontractor** will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.
  - d. The Foreign recipient **Contractor / Subcontractor** shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested.
  - e. The Government of Canada reserves the right to deny access to Canadian restricted sites to a Foreign recipient **Contractor / Subcontractor** for cause.
7. Until the Foreign recipient **Contractor / Subcontractor** has provided the Canadian DSA with the required written personnel security screening assurances, the Foreign recipient **Contractor / Subcontractor** personnel SHALL NOT ENTER "Government of Canada" or "Contractor" sites without an escort who holds the appropriate Personnel Security Clearance at the required level. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
8. The Foreign recipient **Contractor / Subcontractor** requiring access to Canadian Government site(s), under this contract, will submit a Request for Site Access to the Departmental Security Officer of the Department of Global Affairs Canada.
9. In the event that a Foreign recipient **Contractor / Subcontractor** is chosen as a supplier for this **Contract / Subcontract**, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

10. The Foreign recipient **Contractor / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Appendix C.
11. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
12. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

## APPENDIX

The Foreign recipient **Contractor / Subcontractor** must perform a security screening of all its personnel who will need access to Canadian restricted sites:

d) Identity check:

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used
- iv. Family name at birth
- v. All other names used (aliases)
- vi. Name changes
  1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
- vii. Sex
- viii. Date of birth
- ix. Place of birth (city, province/state/region, and country)
- x. Citizenship(s)
- xi. Marital status/common-law partnership
  1. Current status (married, common-law, separated, widowed, divorced, single)
  2. All current spouses (if applicable)
    - a. Surname (last name)
    - b. Full given names (first name) – underline or circle usual name used
    - c. Date and duration of marriage/common-law partnership
    - d. Date of birth
    - e. Family name at birth
    - f. Place of birth (city, province/state/region, and country)
    - g. Citizenship(s)

e) Residency check:

- i. The last five (5) years of residency history starting from most recent with no gaps in time.
  1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates.

f) Educational check:

- i. The educational establishments attended and the corresponding dates.

g) Employment history check:

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

ii. Three (3) employment reference check from the last five (5) years.

h) Criminal records check:

i. Report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence.

i) Credit check:

i. Credit check report where available.

## **7.4 Term of Contract**

### **7.4.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to a further two (2) one (1) year under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jeahan Kraya  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: PDP III-3C2, 11 Laurier st, Gatineau, QC, K1A 0S5.

Telephone: 819-420-5351  
Facsimile: 819-956-3600  
E-mail address: Jeahan.kraya@tpsgc-pwgsc.gc.ca

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

### **7.5.2 Project Authority**

"TO BE PROVIDED AT contract award"

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Technical and Expenditure Authority

“TO BE PROVIDED AT contract award”

The Technical and Expenditure Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_.

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

### 7.5.4 Contractor's Representative

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

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.5.5 Joint Venture Contractor (only if required)

**7.5.5.1** 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].

**7.5.5.2** 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.

7.5.5.3 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.

7.5.5.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

7.5.5.5 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.

7.5.5.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7.7 Terms of Payment**

### **7.7.1 Payment**

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

- an invoice for payment along with inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Project Authority;
- all such documents have been verified by the Project Authority ;
- with respect to all parts of the Work for which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Project Authority that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
- in the case of payment for finished Work, the finished Work has been completed in accordance with the Contract;

7.7.1.2 The Project Authority shall notify the Contractor of any inadequacy of the invoice or of the supporting documentation, within ten (10) days of receipt of said invoice or supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced to cover the item in dispute shall be set aside until the Contractor remedies the inadequacy to the satisfaction of the Contracting Authority.

7.7.1.3 Partial Payments of invoices may be authorized by DFATD.

### **7.7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Pricing Schedule in Appendix F, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are included

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.7.3 Canada's Obligation - Portion of the Work - Task Authorizations**

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

### **7.7.4 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed €\_\_\_\_\_. Customs duties are i
  
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
  
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.5 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **7.7.6 SACC Manual Clauses**

The following clauses apply and form part of the contract:

**7.7.6.1** A9117C (2007-11-30) T1204 - Direct Request by Customer Department,  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2>

**7.7.6.2** B1000T (2014-06-26) Condition of Material  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1000T/3>

#### **7.7.7 Method of Payment Monthly Payment**

- 7.7.7.1 Payment under this Contract will be made on a monthly basis in accordance with procedures as further described in this Article. The Contractor shall submit an invoice the Contractor will present to the Project Authority the Task Annex C - Reporting Requirements.
- 7.7.7.2 Provided that the Contractor has complied with all terms and conditions as outlined in Article 7.7.1 Payment, the claim will be paid within 30 days of receipt and acceptance by DFATD. Each monthly claim shall show the details described below:
- 7.7.7.3 For Property and Facility Management Services, show a line item for Property and Facility Management Services pass-through costs and a line item for Property and Facility Management Services fees at a building level. The payment of Property and Facility Management Services pass-through costs will be based on the approved Monthly Milestone Payment Schedule - Property and Facility Management Services as set out in Appendix F. The Contractor shall be paid the pass-through costs for that month, together with 1/12 of the Property and Facility Management Service fee, less the performance fee portion, as set forth in Appendix F, Pricing Schedule.
- 7.7.7.4 For Minor Project Management Services valued between €5,000 and €13,000, show a line item for Minor Project Management Services pass-through costs and a line item for Minor Project Management Services fees at the building level. The Contractor shall be paid the pass-through costs upon completion of each project, together with the associated Minor Project Management Services Fee at the building level, less the performance fee portion, as set forth in Appendix F, Pricing Schedule.
- 7.7.7.5 For Minor Project Management Services valued between €13,000 to €250,000, show a line item for Minor Project Management Services pass-through costs and a line item for Project Management Services Fees at the building level. The Minor Project Management Services pass-through costs will be based upon the status of the Work performed to date. On the 10th day of the month, the Contractor will present to the Technical Approval and Expenditure Authority the Task Authorization Detail Report Annex

C - Reporting Requirements, with a percentage completion indicated for each project up to the last day of the previous month. The Minor Project Management Services Fee at the building level as set out in Appendix F, Pricing Schedule, will be applied to the status of the Work performed to date. The Contractor shall be paid the pass-through costs for each project, together with the associated Minor Project Management Services Fee at the building level, less the performance fee portion.

## **7.8 Reporting:**

7.8.1 The Contractor must compile and maintain detailed and current data on its performance of work required under the Contract.

7.8.2 No later than 10 calendar days after the end of each month, the Contractor must prepare and submit to the Contracting Authority and the Technical and Expenditure Authority a report containing an electronic spreadsheet (such as MSOffice Excel), the data elements specified in Annex C – Reporting Requirements.

## **7.9 Contractors Audited Cost Statement**

This section 7.9 applies in addition to section 2035 31 (2014-09-05) (“Accounts and audits”) contained in the General Conditions of the Contract.

7.9.1 By May 30, 2019, the Contractor must submit an Audit Terms of Reference for review by the Technical and Expenditure Authority. The Contractor must address any comments from the Technical and Expenditure Authority and submit a final Terms of Reference for approval to the Technical and Expenditure Authority within 30 days after receipt of the comments, or such other period as directed by the Technical and Expenditure Authority.

7.9.2 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 Government Fiscal Year. The Audit Terms of Reference must 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 must contain a breakdown for each service.

7.9.3 For each completed Government Fiscal -Year, the Contractor must have an audit performed, by an accredited third party auditor acceptable to Canada, in accordance with the approved Audit Terms of Reference and any special instructions provided, or modifications to the Audit Terms of Reference requested, by the Technical and Expenditure Authority. The Technical and Expenditure Authority will advise the Contractor of any special instructions or modifications requested by July 15 of each year.

7.9.4 No later than July 15 of each year, the Contractor must submit the Audited Cost Statement for the Year ending March 31.

## **7.10 Certifications**

### **7.10.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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 terminate the Contract for default.

### **7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

### **7.11 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. However, the Contractor must comply with all local laws of public policy that pertain to or otherwise affect his/her performance at the Work site, including French law relating to the hiring of employees. The Contractor is referred to:

<https://www.legifrance.gouv.fr/affichIDCC.do?idConvention=KALICONT000027172335&cidTexte=KALITEXT000027172340&dateTexte=>

### **7.12 Sovereign Immunity**

The Contractor acknowledges that Canada does not waive any immunity to which Canada is or may be entitled by virtue of international or French law as a sovereign State. The Contract is to be interpreted so as to maintain and preserve any such immunity, except in the event Canada expressly waives an immunity in writing.

### **7.13 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the 2035 general conditions - Higher Complexity - Services (2016/04/04);
- (c) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) Appendix A, Statement of Work;
- (e) Appendix F, Pricing Schedule;
- (f) Appendix C, Security Requirements Check List ;
- (g) Appendix J, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated\_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:" , as clarified on\_\_\_\_" **or** ",as amended on\_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

### **7.14 Contract Security**

1. The Contractor must, within thirty (30) calendar days after the date of contract award, provide the Contracting Authority with the financial security set out in clause 2.

2. The financial security must either be:
  - a. a *cautionnement de retenue de garantie* (holdback guarantee or suretyship) established under French law and valid under that law. This *cautionnement* must:
    - i. be acceptable to Canada;
    - ii. be issued by a bank or an insurance company acting as surety (*caution*);
    - iii. stipulate that the surety is personally and solidarily liable to Canada for the complete and satisfactory performance of the Contractor's obligations towards Canada;
    - iv. be established in an amount of not less than 5 per cent of the Contract amount;
    - v. be valid for a period of one year;
    - vi. be renewed annually so that during the whole period of the Contract, including any extension or renewal, Canada may call on the *cautionnement*; or
  - b. a performance bond form PWGSC-TPSGC 505 and a labour and material payment bond form PWGSC-TPSGC 506, each in the amount of five percent of the Contract Price.

3. The Contractor acknowledges that this financial security constitutes at all times an essential condition of the Contract, without the fulfilment of which Canada would not have entered into the Contract. If, for any reason, Canada does not receive the financial security or renewed financial security in the amount set out above within the specified period, the Contractor will be in default, and Canada may, in its sole discretion, grant an additional delay to enable the Contractor to obtain the said financial security or, by written notice to the Contractor, terminate the Contract immediately.

4. Canada must be allowed to call on the financial security if any circumstance exists, without restriction, that would entitle Canada to terminate the Contract for default, but any such call on the financial security will be deemed to never constitute termination of the Contract.

## **7.15 Insurance Requirements**

### **7.15.1 Insurance – Specific Requirements**

1. The Contractor must comply with the insurance requirements specified in Appendix J. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. 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.
3. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out

business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.16 Indemnification by the Contractor**

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 will be limited to:

- a. in respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, as referred to in Appendix J: "Insurance Requirements"; and
- 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 €10,000,000.

The limitation of this obligation will be exclusive of interest and all legal costs and will not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3) The Contractor's obligation to indemnify Canada for losses related to third-party liability will have no limitation and will 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.

4) The Contractor must pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, must, at Canada's option, either:

- a. 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; or
- b. with respect to such defense, assume all substantiated direct costs of litigation and dispute resolution assumed by Canada, whether internal or external to Government, as communicated to the Contractor from time to time.

5) The Contractor must provide to Canada notice in writing of a claim within a reasonable time after the facts, upon which such claim is based, became known.

### **7.16 Government Site Regulations**

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

### **7.17 Dispute Resolution**

#### **Interpretation**

7.18.1.1 "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with 7.18.3, "Notice of Dispute", 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

7.18.1.2 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 7.18.1.1.

## **7.18.2 Consultation and Co-operation**

7.18.2.1 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.

## **7.18.3 Notice of Dispute**

7.18.3.1 Subject 7.18.1.1, 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.

7.18.3.2 The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in 7.18.3.1 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 7.18.4, "Negotiation". Such notice must refer specifically to 7.18.4, "Negotiation", and must specify the issues in contention and the relevant provisions of the Contract.

7.18.3.3 The giving of a written notice in accordance with 7.18.3.2 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.

7.18.3.4 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.

7.18.3.5 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.

## **7.18.4 Negotiation**

7.18.4.1 Within 10 working days after receipt by Canada of a notice referred to in 7.18.3, "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.

7.18.4.2 If the representatives referred to in 7.18.4.1 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.

7.18.4.3 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.

7.18.4.4 Periods of time longer than those prescribed above, may be agreed to in writing, by the parties.

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

### **7.18.5 Mediation**

7.18.5.1 If mediation is requested in accordance with 7.18.4, "Negotiation", mediation must be conducted in accordance with 7.18.8, "Rules for Mediation of Disputes".

7.18.5.2 If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator must be appointed in accordance with section 7.15.8, "Rules for Mediation of Disputes", forthwith after delivery of a notice in accordance with 7.18.4, "Negotiation", requesting mediation.

7.18.5.3 If the dispute has not been resolved within

- (a) 30 working days following the appointment of a Project Mediator in accordance with 7.18.5.2, if a Project Mediator was not previously appointed;
- (b) 30 working days following receipt by Canada of a responding party's written notice referred to in 7.18.3, "Notice of Dispute", if a Project Mediator was previously appointed; or
- (c) 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.

### **7.18.6 Confidentiality**

7.18.6.1 All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice 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 an alternative dispute resolution process.

### **7.18.7 Settlement**

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

## 7.18.8 Rules for Mediation of Disputes

### 7.18.8.1 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 shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- b) If the parties do not appoint a Project Mediator pursuant to paragraph 1 of 7.18.8.1, the parties must appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, 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 shall meet the requirements as set out for the contract described in paragraph 1 of 7.18.8.1.
- c) When mediation is requested by the Contractor pursuant to 7.18.8.1, the parties must within 2 days send to the Project Mediator and the Coordinator
  - i. a copy of the notice requesting negotiation under 7.18.3, "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 7.18.4, "Negotiation".
- d) If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs c) (i), c) (ii) and c) (iii) of 7.18.8.1 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
- e) Within 5 working days following receipt of the request and materials referred to in paragraph d) of 7.18.8.1, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
- f) Within 10 working days of receipt of the list referred to in paragraph e) of 7.18.8.1 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
- g) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- h) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated
- i) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually

acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. 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 Coordinator shall repeat the process with the second-highest common ranked mediator.

j) The parties agree that, upon successful completion of the negotiations referred to in paragraph i) of 7.18.8.1, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties

k) Upon execution of the contract with the Project Mediator referred to in paragraph j) of 7.18.8.1 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph c) of 7.18.8.1.

#### 7.18.8.2 Confidentiality

a) Subject to paragraph b) of 7.18.8.2, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall 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 shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.

c) Neither party shall 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, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

#### 7.18.8.3 Time and Place of Mediation

The Project Mediator, in consultation with the parties shall 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 10 working days are available within which to attempt to settle the dispute.

#### 7.18.8.4 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 shall 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.

#### 7.18.8.5 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 shall be completed no later than 2 working days prior to the date set for a mediation conference.

- b) The Project Mediator shall 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 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

#### 7.18.8.6 Settlement Agreement

- a) The parties shall 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

#### 7.18.8.7 Termination of Mediation

- a) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall 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 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

#### 7.18.8.8 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, shall be borne equally by the parties.

#### 7.18.8.9 Subsequent Proceedings

- a) The parties shall 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 shall 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 shall not be subpoenaed to give evidence relating to

i. the Project Mediator's role in mediation; or

ii. 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.

### **7.19 Taking the Work Out of the Contractors Hands**

7.19.1 The Technical and Expenditure 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 Project Authority and the Technical and Expenditure 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 quarters.

7.19.2 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 and Expenditure Authority certifies that no financial prejudice will result to Canada from the default of the Contractor.

7.19.3 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.

7.19.4 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.

### **7.20 Effect of Taking the Work Out of the Contractors Hands**

7.20.1 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.

7.20.2 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.

7.20.3 When the Project Authority or Technical and Expenditure 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.

### **7.21 Language of Services**

7.21.1 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.

7.21.2 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.

### **7.22 Government Smoking Policy**

Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor must ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

### **7.23 Anti-terror**

7.23.1 The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian Criminal Code, the United Nations Al-Qaida and Taliban Regulations or the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism.

7.23.2 If the Contractor breaches paragraph above, PWGSC shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada via PWGSC all unspent funds provided under this Contract.



## **Appendix A Statement of Work**



### **The Embassy of Canada in France**

**130, rue du Faubourg-Saint-Honoré  
Paris**

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# 1 Background

## 1.1 Introduction

The Minister of Foreign Affairs of Canada, (also known as “Global Affairs Canada”) is designated as the Government of Canada’s custodian responsible for all federal real property in support of diplomatic and consular purposes outside Canada. In this role, the Minister is mandated to provide common services related to real property and goods and services procurement in support of operations of the Department, accommodating more than 7,000 government employees from more than 30 federal departments, agencies, Crown corporations and provincial governments who deliver a vast array of programs abroad.

## 1.2 Purpose and Scope

This Statement of Work (SOW) sets out the Work that the Contractor must perform and reflects Canada’s current requirements for all-inclusive Property and Facility Management (may be referred to as Operations and Maintenance – O&M) and Minor Project Management Services. It also makes provision for certain Optional Services for which Canada may seek an Amendment with the Contractor.

The Work is to be performed throughout the Embassy of Canada in France (in Paris) located at 130, rue de Faubourg-Saint-Honoré, which includes diplomatic office space as well as the Canadian Cultural Center, with exhibition halls and access to the general public. This Statement of Work also includes the performance of Work in relation to:

- a) the Permanent Delegation of Canada for Organization for Economic Co-operation and Development (POECD), 15 bis, rue de Franqueville, Paris 75116;
- b) the Official Residence of the Ambassador, 135, rue du Faubourg-Saint-Honoré, Paris 75008; and
- c) premises housing diplomats (“staff quarters”).

For the purposes of this Contract, a “building” consists in the building or premises at any of those locations.

The Contractor expects that the Contractor will provide these services, including all labour, supervision, material, consumables, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies, as detailed herein, and is exempt only from those items that are specifically noted.

The Contractor expects that the Contractor will act diligently, efficiently, in good faith and in accordance with the standards applicable to a prudent owner in performing all services and obligations required under the Contract.

Canada expects that the Contractor, while professionally performing the Work, seek to:

- provide optimum management of the buildings;
- maintain the properties in good condition;
- promote the use of best real estate management practices;

- safeguard the buildings;
- conform to applicable Canadian or French laws and regulations to meet the most stringent requirements where concurrent laws apply, and in case of doubt, to request instructions from the Technican and Expenditure Authority (Tech & EA);
- minimize costs and maximize Canada's net return on its real estate assets to the greatest extent possible;
- operate within the terms and conditions set out in this Request for Proposal (RFP) and ensuing Contract;
- provide comprehensive reporting on all such services (as detailed in Annex C – Reporting Requirements); and
- implement any additional information management and reporting requirements as determined by the Project Authority.

Without limiting the generality of the foregoing, details of the Work are set out in this Statement of Work (SOW) under the various sections listed below. This SOW represents Canada's expectations at the time of Contract award and can be amended, from time to time, at the written direction of Canada.

All financial figures in this Statement of Work are in euros (€) and inclusive of Value Added Tax (VAT) or applicable taxes.

### **1.3 Overview of Requirements**

Canada's goal is to obtain the best value for taxpayers' dollars for the provision of services for the government of Canada, with due regard to prudence, probity and transparency. The Contractor must support and contribute to these Canada objectives, and apply its full expertise for the benefit of Canada and Canadians.

The Contractor must support Canada in implementing its accommodation policies (e.g., Treasury Board Policy on Management of Real Property<sup>1</sup>), directives, standards and guidelines, while being aware of Canadian and local legal requirements, as well as best practices as understood in France.

Canada requires the Contractor to manage the quality of its services and to meet quality management requirements including quality control, internal and external quality assurance and continual improvement functions.

The Contract will be performance-based. A Performance Measurement Framework will be used to measure the Contractor's performance in the areas of physical, functional, financial and project performance.

Canada requires the Contractor to deliver Property and Facility Management, and Minor Project Management Services, as specified in this Statement of Work. Canada requires the Contractor to propose, implement, and maintain creative and innovative approaches in the services.

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<sup>1</sup> < <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12042> >.

The Contractor must maintain a cooperative and professional approach when liaising with Canada's Occupants to ensure a high level of ongoing satisfaction and must establish and execute a code of conduct governing the interaction of its personnel with all persons in a building.

Change management is a key component during the Contract Term. It improves business performance and can be delivered through a structured program of support activities fully involving all stakeholders. The Contractor must assist Canada in successful change management by developing a comprehensive Change Management plan including a communication plan which addresses the rationale for change, benefits, staff and stakeholder involvement, training, changes to procedures, monitoring, and reviewing.

Each Statement of Work section is sub-divided under two headings – Context and Scope of Services. The Context supplies general information regarding the service to Canada. The Scope of Services states the Work that the Contractor must provide to meet Canada's requirements as described and directed by the Project Authority.

Throughout the term of the Contract, the Contractor must adhere to laws, regulations, policies, directives, standards and guidelines, all as amended or replaced from time to time. The list includes, but is not limited to:

- the *Canada Labour Code*, R.S.C. 1985, c. L-2, Part II;
- the *Canada Occupational Health and Safety Regulations*, SOR/86-304 (as amended);
- the National Building Code of Canada;
- the National Fire Code of Canada; and
- the federal heritage buildings policy administered by the Federal Heritage Buildings Review Office of Parks Canada (FHBRO).

## **2 Requirements Related to All Services**

### **2.1 Contract Relationship**

#### Context

Canada regards this Contract as a business relationship in which the parties will work together in an environment of mutual respect and trust.

Canada's key point of contact will be the Project Authority who oversees the day-to-day delivery of the services and is accountable for the management of the Contract.

The Technical and Expenditure Authority (Tech & EA ) — located in Ottawa, Canada — will be responsible for all administrative matters related to the Contract, some dispute resolution aspects, performance and quality oversight, and financial allocations internal to Canada.

The Contractor's key point of contact responsible for technical and day-to-day aspects of the Contract must be located on-site.

### Scope of Services

- 2.1.1 The Contractor must designate managers at appropriate levels to interact with the Contracting Authority, the Tech & EA and the Project Authority, for the purposes of Contract oversight, including dispute resolution.
- 2.1.2 The Contractor must at a minimum:
- organize monthly meetings including their on-site Manager and the Project Authority;
  - with the Project Authority and Tech & EA, review ongoing Work, quality management and performance reports and discuss associated issues;
  - address and resolve service delivery issues;
  - share ideas and experiences with Canada and identify opportunities to improve services and relationships; and
  - ensure integrated service delivery to building Occupants on a day-to-day basis.

## **2.2 Relationship with Co-locators**

### Context

The Minister of Foreign Affairs, and organizations (“Co-locators”) other than Global Affairs Canada that occupy space on diplomatic or consular premises, Co-locators sign client-specific Memoranda of Understanding (MOUs) outlining the provision and utilization of office accommodation and services to be provided.

Canada is committed to providing productive work environments for Co-locators and Occupants. The quantity, quality and location of space must meet Mission program requirements. The Project Authority will notify the Contractor if there is a requirement for temporary or unique services to support a Co-locator’s program.

### Scope of Services

- 2.2.1 The Contractor must implement a comprehensive Co-locator relationship program. To this end, the Contractor must:
- provide and manage normal and additional building services, and seek permission to the Project Authority of any new Co-locator’s requests for services not contained in the SOW;
  - develop and implement a Co-locator’s communications program, including a list of Co-locator contacts, written communications on essential matters, and Co-locator programs;
  - establish and execute a code of conduct, and provide related training to ensure Contractor personnel act in a professional manner when dealing with Occupants; and
  - plan and schedule Work in consultation with Global Affairs Canada and the Co-locators, and ensure the least disruption to their operations or programs.

## **2.3 Quality Management**

### Context

Canada is committed to quality management and continual improvement and is establishing a quality management framework which supports the principles for the International Organization for Standardization's ISO 9000 family of standards. The intent is to foster high level performance, a good working environment, mutual trust, cooperation and accountability, while recognizing the Contractor's role as an authority in performing quality management through its Quality Management System. The objectives of the Contractor's framework should include promoting quality and efficiency in service delivery and continual improvement.

The Quality Management System should demonstrate the Contractor's commitment to quality, the Occupants' and Canada's satisfaction and continual improvement through objective evidence.

Canada's role in quality management includes:

- establishing service delivery requirements, performance indicators and reviewing these as appropriate;
- collecting performance data, where applicable, and sharing it with the Contractor, including data from critical event reporting and from Occupant surveys;
- receiving, reviewing, Quality Management System deliverables, including reports and performance data and providing feedback to the Contractor;
- performing Quality Monitoring activities to confirm the effectiveness of the Contractor's Quality Management System and to ensure confidence in the Contractor's reported performance data;
- providing feedback to the Contractor through reviews of Quality Management System checklists and processes and through joint management reviews; and
- promoting a good working environment aimed at continual improvement, by participating with the Contractor in addressing process and service delivery issues

These reviews provide a forum for identifying Contract non-conformances raised by the Contractor, the Project Authority or other authorized representatives of Canada. Recurring problems and trends are tracked internally and analysed throughout the term of the Contract.

Quality is driven by a senior management commitment and a mind-set focused on quality should permeate all levels of the Contractor's organization. The Quality Management System should be based on sound management practices, providing the Contractor's employees and stakeholders with a thorough understanding of how the Contractor conducts its business.

### Scope of Services

- 2.3.1 The Contractor must operate a Quality Management System that is registered (prior to the Operational Start Date) and maintained to the most recent International Organization for Standardization's ISO 9001:2015 standard.
- 2.3.2 The Contractor must utilize their Quality Management System to manage and report on the quality of service delivery, conduct performance measurement and provide performance data for the Key Performance Indicators (KPIs) identified in Annex A - Performance Measurement Framework.

2.3.3 The Contractor must include the following elements, as a minimum, in its Quality Management System by the Contract Operational Start Date:

- a documented corporate policy on quality management enunciated by the Contractor's senior management and communicated throughout the Contractor's organization;
- a designated representative at the building level, appointed by senior management, with the authority and responsibility to develop, implement, maintain and improve the Contractor's Quality Management System and ensure that Canada requirements are communicated throughout the Contractor's organization;
- a Quality Plan indicating how the Contractor will meet the quality requirements, including timelines and resources;
- documented quality control and assurance processes and procedures, supported by performance measurement and reporting deliverables, metrics, baselines and benchmarks to facilitate measurement, reporting, analysis, corrective action and continual improvement of service delivery and related business processes (including but not limited to, subcontracting, Project Management, environmental protection, Occupational Health and Safety, critical incident reporting, financial management, and emergency planning);
- a method for collecting performance data, including data from Call Centre Satisfaction surveys, Work Order systems, critical event reporting and building maintenance protocols or recognised equivalent (e.g. Gestion Technique Bâtiment (GTB) /Gestion Technique Centralisée (GTC)) ;
- a report on quality issues, subsequent preventive and corrective action, and their resolution; and documented protocols and schedules for conducting internal/external audits; and
- a method to ensure recurring problems and trends are registered, tracked and reported against.

2.3.4 The Contractor must ensure the accuracy and completeness of all information and data through quality control and assurance of all data and must ensure file formats and standards are consistent with Canada's standard file formats and standards, as communicated from time to time. As of the Operational Start Date the Contractor must:

- utilize its Quality Management System to manage Contract non-conformance information by documenting and tracking Contract non-conformances from the time that they are identified to close-out; and
- resolve Contract non-conformances to the satisfaction of the Project Authority by identifying the root cause of Contract non-conformances including Canada input during the planning of corrective actions.

2.3.5 The Contractor must report to Canada against the quality management requirements set out in this Statement of Work, including a management summary indicating:

- a listing of opened, closed and outstanding Contract non-conformances for the preceding month;
- the identifier of the Contract non-conformance (e.g., Contractor, external auditor, an Occupant or Canada); and
- the root cause analysis of quality issues together with proposed preventive and corrective actions to resolve them, scheduled completion dates.



## 2.4 Performance Measurement Framework

### Context

Annex A/A2 - Performance Measurement Framework, sets out the methodology for evaluating Contractor performance, and includes:

- A framework, that defines the objective and the methodology used to measure performance for Property and Facility Management, and Minor Project Management Services; and
- Performance Indicators, Ranges and Scoring Equations, that contains the values established by Canada for the minimums, baselines and benchmarks of each indicator.

The objective of the Performance Measurement Framework is to promote continual improvement, and to facilitate the identification and exchange of information on performance issues based on the Contractor's performance measurement processes and data.

As part of Canada's due diligence, the framework is also aimed at ensuring that Contract requirements are being met.

### Key Performance Indicators (KPIs)

Performance of the Work will be evaluated by Canada against various Key Performance Indicators (KPIs) related to Property and Facility Management Services, as well as Minor Project Management Services. These KPIs also include numerous Performance Indicators (PIs) related to:

1. **Physical** –measures the quality, efficiency and completeness of services performed by the Contractor to operate, maintain, repair and improve the building structures, systems, equipment, and grounds.
2. **Functional** – measures reporting delivery and how well the Contractor has been able to implement and maintain a comprehensive Quality Management System (QMS) for service delivery as well as their ability and effort in meeting the Contract.
3. **Financial** – measures the Contractor's financial performance in managing the budgets, their ability to provide reasonable estimates for planning purposes as well their ability to forecast accurate monthly and year-end expenditures.
4. **Project** – measures the Contractor's ability to estimate, procure and deliver quality projects in a timely manner while meeting forecasted expenditures.

Should Optional Services be required by Canada, new Performance Indicators will be incorporated as part of the existing Key Performance Indicator framework. For each new Performance Indicator, the associated performance minimums, baselines and benchmarks will be established at that time.

### Performance Measurement

Canada Quality Monitoring activities and the Contractor's performance data will provide an indication of the Contractor's success in achieving Canada's objectives related to building integrity, Occupant satisfaction and financial performance.

### Scope of Services

- 2.4.1 The Contractor is responsible for generating accurate performance data, analyzing and assessing performance and reporting on a monthly basis.
- 2.4.2 The Contractor must document and track performance and quality issues from the time that they are identified to the time they are rectified. The Contractor must provide any such data to Canada upon request in electronic format compatible with Canada's requirements, as communicated from time to time.
- 2.4.3 The Contractor will, at the Quarterly Performance Review meeting amongst the Tech & EA, the Project Authority and the Contractor, provide a quarterly overview of the performance and quality results. The evaluation of the Contractor's annual performance is completed after March 31st of each year. Successful delivery of services and meeting of all targets will result in the release of the associated fee hold-back.
- 2.4.4 The Contractor must meet annually with Canada to review and identify opportunities for continuous improvement of the performance framework minimum baseline and set the benchmark for the upcoming year.

## **2.5 Reporting**

### Context

The Minister of Foreign Affairs has many reporting requirements and employs various financial, managerial and operational information systems in managing and delivering its real property services. Information is required to carry out portfolio management functions related to all its properties and to fulfill its strategic real property stewardship role to government. The Minister must also report to central agencies and to Parliament on matters related to the real property holdings for which it is custodian. For this reason, standard, consistent and readily-available reporting is essential in this Contract. The Contractor's business and operating systems should conform to Canada's reporting requirements (see Annex C –Reporting Requirements and Section 7).

Information management refers to the creation, capture, storage and retrieval of all forms of information in electronic, printed or other formats, generated through the delivery of services identified in this Statement of Work. The information associated with the delivery of services in this Statement of Work will be in various forms:

- Building operational information detail is typically available at the building to which it pertains and consists of operational information needed by building technicians, inspectors or other authorities to demonstrate, among other things, performance and regulatory compliance. This information includes Computer Aided Design and Drafting (CADD) information, building-specific information and other printed or electronic information documenting operating procedures.

- Real Property Management information includes financial planning and project delivery for the buildings and is typically stored offsite in the Contractor's corporate office and provided electronically as required.

Systems in use by the Contractor may provide additional operational reporting which could be of value to Canada. The Contractor may propose access, for Canada, to these systems to facilitate the management of service delivery. In these cases, the Contractor should describe in detail the proposed systems, the access approach and the training required by Canada to access the systems. Canada will then assess these proposals and may accept or reject them.

Canada is also subject to disclosure and non-disclosure obligations under Canadian federal laws, such as the *Access to Information Act*,<sup>2</sup> the *Privacy Act*,<sup>3</sup> and the *Security of Information Act*.<sup>4</sup>

### Scope of Services

- 2.5.1 The Contractor must keep and maintain at its corporate office, full and complete information, data and records of its activities and all financial transactions related to all management and operational services for the term of the contract.
- 2.5.2 The Contractor must ensure the accuracy and completeness of reports through quality control and assurance of data.
- 2.5.3 The Contractor must prepare the monthly Contract meeting agenda and provide at least five (5) Business Days in advance, chair each meeting, prepare minutes and provide them not more than five (5) Business Days following the meeting. Minutes shall include issues, discussion summary and action items which will be tracked and reported at each meeting.
- 2.5.4 The Contractor must provide to the Project Authority all requested information, except any personal information within the meaning of the Canadian *Privacy Act*, but including information relating to operations and maintenance, project, health and safety, and environmental protection including custom or *ad hoc* reports, special reports and lists. This information must be in the format required by Canada and in the software to be mutually agreed upon with the Contractor, typically using either MS Word for textual reports, MS Excel for numerical reports, CAD drawings and digital photographs.
- 2.5.5 The Contractor must provide performance data as required to support the identified Performance Indicators for all managed services.
- 2.5.6 The Contractor must provide electronic, hardcopy and other information in a timely fashion and in accordance with the schedules set out in this Statement of Work and Annexes or as agreed

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<sup>2</sup> R.S.C. 1985, c. A-1.

<sup>3</sup> R.S.C., 1985, c. P-21.

<sup>4</sup> R.S.C., 1985, c. O-5.

with the Project Authority. With respect to the reporting requirements arising from legislation, the Contractor must:

- maintain these records in an electronic system so that the records are kept readily available to Canada and the Contractor for the legislated period of time;
- use an approved Data Backup System to regularly backup all Data on an ongoing manner; and
- upon Contract completion, transmit these records to Canada in a manner that will ensure these records continue to be readily accessible to Canada for the legislated period of time.

2.5.7 The Contractor must assist Canada in fulfilling Canada's obligations to disclose information pursuant to the Canadian *Access to Information Act* or other legislation, and to protect information from disclosure, whether pursuant to the *Privacy Act* or the *Security of Information Act* or any other legislation.

## 2.6 Subcontractor Management

### Context

While the Contract for the delivery of services is between Canada and the Contractor, it is anticipated that the Contractor will deliver many of the services called for in this Statement of Work through subcontractors.

*"The objective of government procurement contracting is to acquire goods and services and to carry out construction in a manner that enhances access, competition and fairness and results in best value."*<sup>5</sup> Canada believes that such a competitive bidding and open tendering processes will realize similar benefits for subcontracted services in this contract.

As an independent entity, the Contractor will select its own subcontractors. It is imperative that these selection processes be fair, open and transparent and that all qualified subcontractors have an opportunity to be considered for performing Work.

The Contractor and anyone not at arm's length to the Contractor within the meaning ascribed to that term under the Canadian *Income Tax Act*<sup>6</sup> is prohibited from bidding on any Work related to this Contract.

### Scope of Services

2.6.1 The Contractor must demonstrate to the Project Authority that it has a competitive subcontracting process and a prequalification process which include:

- the evaluation of the qualifications of all subcontractors who express an interest in qualifying for any Work;
- the development and utilization of a list of prequalified bidders on a rotational basis;

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<sup>5</sup> Treasury Board of Canada Secretariat

<sup>6</sup> Section 251 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).

- the provision of the name of the successful supplier and the value of the subcontract to all unsuccessful bidders; and
- competitive bidding (see section 4.3.1).

2.6.2 Where the Contractor chooses to deliver services through a subcontract, the Contractor must:

- prepare tender and contract documents that clearly set out the required material and services;
- enter into contracts with qualified and security-cleared subcontractors at best value;
- manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at best value;
- escort subcontractors while in the space;
- establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
- verify subcontractor quality and completion of their Work prior to payment;
- provide Canada to opportunity to review Work prior to providing Substantial Completion Certificate and final payment to subcontractors;
- provide for dispute resolution, initiation of subcontract amendments and payments; and
- respond diligently to any industry or Canada enquiries concerning the awarding of subcontracts and inform the Project Authority of any unresolved enquiries in a timely manner.

2.6.3 The Contractor must select and qualify its own subcontractors for rotational usage on Minor Works. The selection must include a prequalification method including:

- evaluation of the qualifications of the subcontractors;
- development and utilization of a list of prequalified subcontractors on a rotational basis;
- providing the opportunity for other qualified subcontractors to be considered for performing Work on a regular basis; and
- selection process is fair, open and transparent.

2.6.4 The Contractor must use clearly documented selection criteria to ensure competitive bidding and reflect an open, transparent and fair process when subcontracting services to ensure best value:

- tender Work with an estimated value exceeding €5,000 but less than €49,999, including Applicable Taxes by using an invited tendering process including at least three (3) pre-qualified subcontractors;
- tender Work with an estimated total value exceeding €50,000, but less than €100,000, including Applicable Taxes by using an invited tendering process including at least five (5) pre-qualified contractors; and
- tender Work with an estimated total value exceeding €100,000, but less than €250,000, including Applicable Taxes using an open tendering process such as advertising in major newspapers, trade or association journals or an electronic bulletin board; and document any deviation from the competitive subcontracting process.

- 2.6.5 The Contractor must provide documentation, with respect to subcontracting practices, to the Project Authority upon request including the names of the successful subcontractor and the value of the contract to the unsuccessful bidders on request.
- 2.6.6 The Contractor must validate the number of actual bids they receive for tendered Work. The information shall remain available upon request and the Contractor must be able to substantiate their chosen subcontractor.
- 2.6.7 Canada reserves the right to request multiple bids should the pricing warrant validation. Deviation from the identified processes must be approved in writing.

## **2.7 Occupational Health and Safety (OH&S)**

### Context

Canada is committed to:

- a safe and healthy Workplace for its employees;
- the safety and well-being of Occupants, the public and contractors; and
- the protection of the environment in all its operations.

The Government of Canada is governed by the health and safety provisions in the Canada Labour Code, Part 2, the National Fire Code of Canada (NFC), the National Joint Council (NJC) Occupational Health and Safety Directive, and the *Canada Occupational Health and Safety Regulations* (SOR/86-304). While preserving its state immunities related to its diplomatic activities, Canada also respects local law to the extent possible, including those of the European Agency for Safety and Health at Work (EU-OSHA) and subsequent amendments.

### Scope of Services

The following requirements pertain to all services under the Contract including Property and Facility Management Services, Minor Project Management Services, and Optional Services.

- 2.7.1 The Contractor must support Canada in its obligations to provide a safe environment for all persons, whether occupants or visitors, granted access to the Workplace, including:
- attend Canada's Workplace Health and Safety Committees' meetings, upon request, to facilitate communication between the Contractor and Global Affairs Canada's committee(s) on building operations and Workplace health and safety issues; and
  - work in conjunction with Global Affairs Canada's committee(s) on building operations and Workplace health and safety issues, for the publication of all Health and Safety notices and all other necessary signage in the premises; and
  - diligently assist Canada to complete accident reports and hazardous occurrence investigation reports.
- 2.7.2 The Contractor must:

- plan, provide, monitor, measure, assess, follow-up and report on health and safety risks, hazards, Contract non-conformances, accidents, activities and processes;
- update their specific health and safety requirements and training to address foreseeable hazards associated with the Work to be performed at the Workplace;
- implement its own Occupational Health and Safety program with associated policies, procedures and Work instructions incorporating all applicable legislation governing Occupational Health and Safety, as amended or replaced from time to time;
- comply with and ensure adherence of its employees and subcontractors to all applicable legislation governing Occupational Health and Safety;
- review and update its OH&S program routinely to ensure compliance for the following elements:
  - documented health and safety policy, program and procedures;
  - process for identification and control of hazards and emergencies;
  - list of roles/responsibilities to deal with emergencies;
  - training plan for workers and supervisors;
  - communications and record keeping procedures; and
  - involvement of workers in the program;
- oversee all operational aspects related to health and safety matters for all Work being carried out in the Workplace, including any projects not managed by the Contractor and, where applicable, act as prime contractor (see 2.8– Constructor Services);
- conduct health and safety risk analysis and train Contractor employees to assess their own risk analysis on site;
- ensure all persons, including subcontractors and government employees, granted access to the Workplace comply with Canada’s health and safety policies, requirements and program, and the Contractor’s site-specific health and safety plan;
- ensure that its employees and subcontractors are fully aware of all requirements when performing maintenance on building equipment (e.g., Occupational Health and Safety legislation, maintenance, industrial, construction and project regulations, window washing, lockout and tag out procedures, work permits, building emergency evacuation plans and the Workplace Hazardous Materials Information System);
- ensure that it has obtained, and that its employees and subcontractors have obtained, all necessary approvals and documentation including building permits and confined space entry permits prior to the performance of any Work including, but not limited to, asbestos abatement Work, raised platform Work, trenching and excavation Work, hot work, and live steam Work; and
- provide five (5) sets of Personal Protective Equipment (PPE) and coordinate access to mechanical space if and when Canada requests to use such PPE.

## **2.8 Constructor Services**

### Context

Service integration is an important aspect of service administration and service delivery.

Service integration is aimed at providing responsive services that meet Canada’s operational needs, are consistent with accommodation policies, directives, standards and guidelines developed by or for Global Affairs Canada, consider broad federal policy objectives, and best value. It is the responsibility of the Contractor to function as the Constructor and work collaboratively with Canada to ensure that Work is delivered and administered in an efficient, safe and effective manner, to avoid surprises such as unplanned shutdowns and unauthorized costs.

Canada may engage third-parties to support its ongoing activities within the building. This could include fit-up projects, security, IM/IT or major capital and repair projects.

### Scope of Services

2.8.1 The Contractor must:

- perform the duties of a Constructor whenever required by law or by Task Authorization;
- collaborate with Canada, and exercise care in overseeing the Workplace with respect to Occupational Health and Safety matters in relation to all Work being carried out, including any projects not managed by the Contractor;
- integrate and coordinate services, ensuring that services are provided and administered in a transparent, efficient, effective, healthy and safe manner and collaborate with third parties providing services in the buildings;
- participate as part of the project team in planning, communicating, Commissioning (section 4.4 ) and implementing quality management;
- cooperate with regulatory authorities of the Government of Canada, as required; and
- support the implementation of work undertaken by others, in collaboration with the Project Authority, ensuring appropriate due diligence and that adequate funding is identified in such plans to cover the Contractor’s projected costs.

## **2.9 Environmental Management**

### Context

Canada is strongly committed to an industry-wide leadership role in upholding and promoting the Government of Canada's policy objectives of environmental protection and sustainable development. Canada is required to account for its progress on environmental performance in an annual performance reports to Parliament and tracking of all Environmental Site Investigations.

Contractors are expected to reflect this leadership in their performance.

The Global Affairs Canada’s commitments are reflected in the Federal Sustainable Development Strategy<sup>7</sup> and related targets as amended or replaced from time to time.

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<sup>7</sup> < <https://www.ec.gc.ca/dd-sd/default.asp?Lang=En&n=CD30F295-1> >.

All Property and Facility Management, and Project Management activities conform to these commitments and targets. Canada is presently implementing a Property Condition Assessment (PCA) which reports on environmental performance and identifies associated targets as part of the Building Management Plan (BMP) process which further documents and manages these aspects.

Canada's environmental policies are intended to guide efforts for implementing best environmental practices for the management of buildings, land, procurement and vehicles.

The Contractor must support and apply these practices, where applicable, including to:

- conserve energy and water;
- perform waste water management and potable water quality management;
- safely handle ozone-depleting substances and hazardous materials;
- perform environmental assessments of projects and applying mitigation or remedial measures, or both;
- perform underground and above-ground storage tank management;
- remediate contaminated sites;
- manage asbestos;
- manage Indoor Air Quality (IAQ);
- perform Integrated Pest Management;
- manage non-hazardous and hazardous solid waste and recycling;
- manage, and dispose of, polychlorinated biphenyls; and
- operate according to the principles of under NF Haute Qualité Environnementale (HQE) standards for 130 rue du Faubourg-Saint-Honoré, so as to maintain the building's certification.

### Scope of Services

2.9.1 The Contractor must:

- utilise an environmental management program that monitors and records the environmental conditions within the premises. All records from these internal systems must be logged within the Contractor's Aided Facilities Management (CAFM) system;
- liaise with Canada's environmental representatives (identified from time to time by the Project Authority) in relation to these matters;
- provide environmental emergency management including spill response;
- maintain a reliable inventory of regulated systems, building equipment and components, comply with regulatory requirements for system modifications and inform the Project Authority of proposed modifications;
- provide information to the Project Authority that Canada may require to determine whether proposed activities qualify as projects as defined by the *Canadian Environmental Assessment Act, 2012*,<sup>8</sup> conduct studies and assessments as may be required by Canada as an outcome of this determination, and comply with mitigation measures and follow-up requirements as directed by Canada consequent to environmental assessments; and

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<sup>8</sup> S.C. 2012, c. 19, s. 52 (as amended or replaced from time to time).

- identify and advise the Project Authority of hazardous materials on site and arrange to transfer waste materials to Canada-registered storage facilities or to licensed destruction facilities.

2.9.2 The Contractor must provide the following services with respect to projects that they deliver:

- conduct environmental assessments, as required by Canada, prior to implementing a project; and
- incorporate sustainable and green material in building design, construction, renovation, demolition and deconstruction waste management.

2.9.3 In relation to services at 130 rue du Faubourg-Saint-Honoré, the Contractor must:

- maintain certification of the building with CertiVÉA; and
- conduct internal audits if required by CertiVÉA.

## **2.10 Building Design Quality and Heritage Stewardship**

### Context

Canada is committed to protecting the heritage and design quality of its buildings. The Contractor is expected to reflect this commitment in its performance.

Canada adheres to the federal heritage buildings policy administered by the Federal Heritage Buildings Review Office of Parks Canada (FHBRO), and the buildings must conform to this or local government heritage standards (where they exist).

The Canadian Embassy in Paris is (will be) located in a neighbourhood that was developed during the Haussmann era. Canada wishes to preserve the authenticity and integrity of the facade design.

### Scope of Services

2.10.1 The Contractor must:

- comply in all aspects of Property Management and project delivery with the heritage and design guidelines, the federal heritage buildings policy, and Canada's instructions;
- prior to any alternations to any building, the Contractor must provide supporting documentation and seek consent from the Project Authority;
- participate in information sessions offered internally by Canada or offered by Federal Heritage Buildings Review Office on managing heritage buildings, at the request of Canada;
- deliver projects affecting classified and recognized heritage buildings in conformity with conservation guidelines included in the Federal Heritage Buildings Policy and other applicable heritage policy and legislation; and
- ensure that heritage and cultural buildings are maintained in accordance with conservation plans and best practices.

## **2.11 Critical Incidents**

### Context

A critical incident is an unexpected event resulting in injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services, and where immediate action is required.

Canada would like to ensure:

- notification of appropriate Canada officials;
- compliance with the investigation and reporting requirements of central regulatory agencies; and
- awareness of actions to be taken during the early stages of an incident.

### Scope of Services

2.11.1 The Contractor must:

- respond to all operational critical incidents (defined as resulting in injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services);
- support Canada with immediate action to minimize the impact and risk related to the safety of personnel, facilities, and equipment;
- prepare critical incident reports in compliance with established Canada procedures for documenting and reporting these events, as communicated to the Contractor from time to time;
- comply with all legal requirements applicable to the Contractor in relation to Occupational Health and Safety for reporting requirements; and
- document all Critical Incidents in an on-site log book (located in the Contractor's office at 130 Faubourg-Saint-Honoré).

## **2.12 Risk Management**

### Context

It is government policy to identify, reduce or eliminate risks to its property, interests and employees, to minimize and contain costs and consequences in the event of harmful or damaging incidents arising from those risks, and to provide for adequate and timely compensation, restoration and recovery.

Canada has clear policies for roles and accountabilities for risk management.

These requirements include to:

- identify the potential perils, factors and types of risks to which its buildings, program activities and interests are exposed; and
- analyze and assess the risks identified, and design and implement cost-effective risk prevention, reduction or avoidance control measures.

### Scope of Services

2.12.1 The Contractor must assist Canada in meeting the Treasury Board of Canada *Framework for the Management of Risk* by:

- identifying and managing potential risks, factors and types of risks associated with the management and the delivery, by the Contractor, of all the Work;
- minimizing risk by thorough analysis of identified risks in order to assess their potential threat to operations and buildings, and to determine the degree of exposure in terms of frequency and severity;
- using results of analysis of identified risks to avoid risk by eliminating or radically reducing the risk by considering alternatives to current or proposed activities;
- developing and implementing cost-effective risk control practices such as loss prevention and reduction including safety training, early detection, security precautions, and emergency procedures or design changes; and
- when acceptance of the risk is inevitable, minimizing financial consequences by ensuring that subcontractors have adequate insurance, or alternatively, transferring the financial exposure to insurers, and planning and budgeting appropriate measures for potential containment, compensation, restoration and recovery.

### **3 Property and Facility Management Services**

The responsibilities included below outline the Contractor's responsibilities in relation to Operations and Maintenance.

The Contractor is expected to carry out or supervise and direct its employees and subcontractors who implement the activities required to ensure the proper and efficient operation of the buildings including making all repairs and replacements necessary to maintain the buildings in compliance with the requirements of the manufacturer warranties, industry standards and all applicable laws and regulations, as well as the Government of Canada's policies, directives, standards and guidelines.

Canada's goal includes obtaining best value for the provision of complete Property and Facility Management Services. The range of required services incorporates a number of services designed primarily for the day-to-day management of these buildings. Canada will retain a strategic oversight role and the Contractor will be responsible for the day-to-day operational activities and building management responsibilities.

All Works must be in full compliance with all applicable laws and regulations, Government of Canada's policies, directives, standards and guidelines, as well as with French law. The Contractor must apply the most stringent of those rules; to the extent they are not contradictory. In case of doubt, the Contractor must request instructions from the Tech & EA.

#### **3.1 Daily Operations**

##### Context

Canada is committed to providing Occupants with a productive, healthy and safe work environment. Indoor air quality, thermal comfort, lighting and acoustics are fundamental components of a productive work environment. These components must be addressed not only in building design and Commissioning, but also in day-to-day operations and maintenance.

### Scope of Services

- 3.1.1 The Contractor must apply all applicable laws, regulations, policies, directives, standards and guidelines, including those that may be added, amended or replaced from time to time. The Contractor must identify the impact of such changes; if any, on the annual approved Building Management Plan (see section 3.3).
- 3.1.2 The Contractor must ensure that buildings are available for Occupant use during normal working hours Monday to Friday between the hours of 7:00AM (0700 hours) and 7:00PM (1900 hours).
- 3.1.3 The Contractor must not provide maintenance services on Sundays or Canadian or French statutory holidays, unless instructed otherwise in writing by Canada. The list of holidays for the calendar year will be provided in November for the upcoming year.
- 3.1.4 The Contractor must:
- operate the buildings 24 hours per day, 365 (or 366) days per year;
  - provide a team of uniformed building technicians and cleaners (from the Contractor's employees and subcontractors) to perform the Works on a daily basis complimented by out-of-office hours uniformed personnel;
  - appoint a supervisor (located at 130, rue de Faubourg-Saint-Honoré) to lead the team and report on day-to-day activities and performance;
  - coordinate day-to-day operational activities of the Contractor and its subcontractors with Canada, including the Co-locators, as required; and
  - when requested, calculate the cost of Occupant requests for extended hours of building availability, recover the cost as an Occupant service project using a Task Authorization form, and report the cost to Canada for its future Memorandum of Understanding negotiations with the Occupant.
- 3.1.5 The Contractor must operate building systems, software and equipment in accordance with the most stringent laws, and the Government of Canada policies, directives, standards and guidelines, including the following, as amended or replaced from time to time:
- EU-OSHA including all applicable standards (for example - on ergonomics, labeling of chemicals and exposure to physical agents, or the *Canada Occupational Health and Safety Regulations* (including lighting and noise levels);
  - American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 55-2010, Thermal Environmental Conditions for Human Occupancy and NF Haute Qualité Environnementale;
  - Canadian Standards Association Z204-94, Guidelines for Managing Indoor Air Quality in Office Buildings;
  - National Joint Council (NJC) standards;

- National Fire Code of Canada (NFC);
- *Canada Labour Code*, Part II; and
- any Federal directives or publications as provided by Canada from time to time.

3.1.6 The Contractor must develop and maintain Standard Operating Procedures (SOPs), which must be made available to its staff and submitted to the Project Authority for record purposes on April 30<sup>th</sup>, 2018 and when updates are made, and when requested by the Project Authority.

## **3.2 Building Inspections**

### Context

The Contractor must undertake both informal ad hoc visual and formal, scheduled inspections of building components at frequent intervals based on operational requirements or when requested by the Project Authority. The purpose is to provide safe and reliable equipment, optimize equipment life, reduce costs and ensure that the integrity and value of the entire building is maintained. Deficiencies must be rectified immediately or scheduled to be completed as a project.

A professional Property Management framework for reviewing and evaluating building performance is set out in the Property Condition Assessment (PCA) and the Building Management Plan (BMP).

### Scope of Service

3.2.1 The Contractor must:

- set up a schedule of legislated inspections to ensure all equipment receives the required inspections at the correct time. The schedule must be developed and be issued to the Project Authority one month in advance of any inspection taking place;
- conduct formal scheduled inspections and maintenance routines on building systems and equipment as part of the maintenance management program;
- walk through the buildings, inspect equipment rooms and occupied space, and interact with the Occupants and to access day-to-day operations; and
- perform an annual review of building performance (“Property Condition Assessment” - PCA), including an assessment of Occupant satisfaction, physical condition, and compliance with environmental, health and safety and other priorities. Results of this assessment provide primary input for the development of the annual Building Management Plan (BMP) and contribute to ensuring the integrity and value of the buildings. The report must include, but not be limited to, the following scope:
  - Building Background;
  - Occupant Information;
  - Service requests;
  - Energy/Utility Management;
  - Environmental Compliance;
  - Compliance with Special Government Programs;
  - Physical Condition Checklist;
  - Service Contract Listing;

- Standard Operating Procedures;
- Warranties;
- Projects required; and
- Management Action Required.

### **3.3 Building Management Plans (BMP)**

#### Context

Effective Property and Facility Management Services (PFMS) and Project Management Services (PMS) require systematic and comprehensive planning and budgeting. In Canada, these processes culminate in Building Management Plans.

The management planning and budgeting requirements, described in this Statement of Work, are designed to blend with Canada's internal processes and systems.

#### Scope of Services

##### 3.3.1 The Contractor must:

- annually submit a comprehensive BMP to Canada for each building (by December 30). This document takes into account details on Operations and Maintenance, and project requirements;
- establish a five-year expenditure profile and include the previous year's actual costs, the current year's forecast, the BMP planning year and extended cost projections for the two subsequent years;
- set out financial information for operating expenditures in accordance with Canada's defined General Ledgers (i.e., Chart of Accounts) and phase the budget, as annually approved by Canada, to indicate cash flow requirements on a monthly basis for the upcoming year;
- provide performance and trending information related to operating, energy and utility cost and consumption;
- complete the BMP incorporating planning and performance information from other building related reports, such as a building condition report, seismic report, security report and environmental reports and PCA;
- calculate and report performance metrics related to operating, energy and project costs, PCA, building condition, space utilization and compare with regional and international targets;
- assume responsibility for the delivery and presentation of a complete BMP to Canada Project Authority for approvals for the upcoming year.

##### 3.3.2 The Contractor must prepare the BMP in accordance with instructions set out by Canada. The framework includes:

- Building Background;
- Management Analysis comprising a quantitative analysis and narrative synopsis of the BMP, as well as building issues, options, opportunities and risks;

- Financial Performance;
- Operational Profile;
- Space and Occupancies;
- Expected Operations and Maintenance (O&M) costing plan including operating, maintenance and repairs (Minor Works) of less than €5,000; and
- Project Plan listing supported by an individual project justification for all projects above €5,000 including those delivered by Canada.

### 3.4 Service Desk

#### Context

The Service Desk operates as both a strategic management and quality monitoring tool and must also be the focus for all day-to-day operational activities across each and every aspect of the Property, Facilities Management and Project Management Services.

Service requests will fall into three main categories with corresponding response times (see table 3.4.2) to have a technician or applicable resource on-site:

- Emergency – a deficiency or breakdown that requires immediate attention to prevent imminent danger to Occupants, the general public, or the environment, and which could bring about a shutdown of the building, disruption and loss of for the Occupants.
- Urgent – a deficiency or breakdown that requires immediate attention to reduce the potential for danger or discomfort to Occupants, the general public, the environment or the building.
- Normal – all other issues such as deficiencies or breakdowns that do not impair current operations or pose any danger or discomfort to Occupants, the general public, the environment or the building.

#### Scope of Services

##### 3.4.1 The Contractor must:

- provide Canada with access to a fully staffed, supervised Service Desk for all service requests by Occupants, that is available 24 hours per day 365 (366) days per year;
- utilize a Computer-Aided Facilities Management (CAFM) system, to professionally manage a high quality Service Desk system that:
  - maintains a current list of contacts at the building level;
  - captures the data from the service calls/enquiries into a computerized system;
  - creates corresponding Work Orders for implementing corrective actions and then closing those Work Orders;
  - monitors building management services and allows the identification of performance trends; and
  - provide to Canada electronic reports generated by the CAFM system;
- analyze service requests, identify trends and variances, prepare action plans and undertake any required corrective action; and
- should Canada choose to utilize an internal system related to such requests, then the Contractor will work to integrate the systems and minimize duplication where possible.

3.4.2 The Contractor must:

- respond to all service requests in accordance with the standards set out in Table 3.4.2;
- obtain approval from the Project Authority through a Task Authorization in accordance with the Contract, to proceed with any reactive repairs and maintenance valued over €1,000; and
- in the event of an emergency:
  - acknowledge service requests by live voice contact to the Occupant; and
  - provide notification to the Project Authority via email in accordance with the Contract, and proceed with any reactive repairs and maintenance Minor Works valued over €1,000.

<b>Table 3.4.2</b>			
<b>Priority</b>	<b>Maximum Response Time (on-site) During core business hours</b>	<b>Maximum Response Time Outside core business hours</b>	<b>Maximum Rectification Time</b>
Emergency	15 minutes	1 hour (on-site)*	4 hours
Urgent	60 minutes	4 hours	5 business days
Normal	4 hours	Next business morning	10 business days
Canadian Cultural Centre – Event Support	15 minutes	N/A – Task Authorization Process	Could result in a Work Order

\* Contractor must respond to call within 15 minutes and then triage, dispatch accordingly, and coordinate with Canada for escorting requirements upon arrival.

### 3.5 Maintenance Management

Context

Canada’s approach to a comprehensive maintenance management program has many benefits, including:

- contributing to a productive work environment for Occupants;
- increasing reliability of buildings and equipment ;
- extending equipment life;
- ensuring maintenance adheres to safety, health and environmental standards mandated by applicable legislation;
- ensuring maintenance is carried out as intended by designers and manufacturers;
- reducing maintenance and repair costs;
- reducing energy consumption by enabling equipment to operate under optimal conditions;
- enabling building and equipment performance analysis;
- optimizing useful life and operational performance at minimum Life-Cycle cost; and
- enabling effective decision making by providing necessary and sufficient information.

The Life-Cycle program consists of all the maintenance and/or service activities that are implemented throughout the Life Cycle of a structure, system or equipment. For Canada facilities, Life-Cycle maintenance (Level 2) is the standard level of maintenance. Level 2 (known as P2 in France) includes all of the mandated activities (Level 1), plus a comprehensive preventative maintenance program that

involves scheduled servicing, inspections, adjustments, filter changes, lubrication, consumables and other relevant activities that are intended to extend the useful service life of a building's structure, system or equipment.

### Scope of Services

- 3.5.1 The Contractor must ensure the operational capability of all buildings at all times. In managing the maintenance of facilities the Contractor must:
- adhere to all safety, health and environmental laws and regulations, and Government of Canada policies, directives, standards and guidelines, and meet the most stringent requirements, where concurrent laws and regulations apply;
  - meet the maintenance requirements specified by the manufacturers, Chartered Institute of Building Services Engineers (CIBSE) / HVAC and other professional bodies;
  - adhere maintenance policies, directives, standards and guidelines (which may be provided by Canada from time to time);
  - ensure Occupant satisfaction, support Occupants' operations and meet their requirements for reliability;
  - ensure a productive work environment;
  - protect building integrity;
  - comply with warranty requirements;
  - optimize the useful life and operational performance of building, plant, systems and equipment at minimum lifecycle cost;
  - provide an updated list of all government-furnished equipment upon request from Canada; and
  - enable effective decision making on maintenance activities, repairs and replacements.
- 3.5.2 The Contractor must utilize a Computerized Maintenance Management System (CMMS) to facilitate the delivery of maintenance management services and maintain and update maintenance management data to ensure that the information on this system is current and complete to meet the requirements described in this Statement of Work.

3.5.3 The Contractor must:

- use Canada’s system and equipment coding structure (to be provided with O&M Manuals), which includes equipment being identified in hierarchical structures:
  1. system based;
  2. geographically based (see table 3.5.3);
  3. barcoded; and

<b>Table 3.5.3 – Hierarchical Structures</b>	
<b>SYSTEM BASED HIERARCHY</b>	<b>GEOGRAPHY BASED HIERARCHY</b>
<b>System; e.g. - Heating System</b>	<b>Site; e.g. 130 FSH</b> <b>Building; e.g. South Wing</b>
<b>System; e.g. - CPCU</b>	<b>Floor; e.g. SS2</b>
<b>System; e.g. - Pump</b>	<b>Room/Area; e.g. S2-08</b>
<b>System; e.g. - Motor</b>	

- assemble and maintain an inventory of equipment and systems (including water treatment) that requires mandated inspection, testing and servicing (according to Canadian and French standards and manufacturer recommendations).

3.5.4 The Contractor must plan and schedule inspections, testing and related maintenance activities including:

- develop preventive maintenance checklists detailing the inspection tasks, maintenance routines and frequencies based on legislated requirements, Co-locator operational requirements, professional standards, manufacturers' recommendations, age, condition and history of equipment and other relevant factors;
- maintain the inventories of all consumables, including supplies and critical spare parts at levels that ensure the continuous, efficient operation of each building;
- maintain all equipment provided by Canada and update inventory as applicable;
- provide any additional equipment necessary to perform the Work (tools, ladders, etc.)
- inspect and maintain equipment and systems, correct minor deficiencies, schedule and implement maintenance and repairs (less than €1,000) identified during inspections;
- report to and seek the advance approval of the Project Authority for any Work requirements over €1,000 using the Task Authorization process;
- record and retain associated maintenance and repair records;
- prepare and analyze preventive maintenance logs and reports;
- provide associated performance data based on planned activities not performed on schedule; and
- evaluate and fine-tune the preventive maintenance program annually.

3.5.5 The Contractor must:

- utilize a computer-based building monitoring system to manage the buildings’ electrical and mechanical equipment;

- analyze building systems and equipment failures;
- identify equipment and systems approaching the end of their useful lives; and
- identify performance of different types and makes of equipment, and make comparisons and recommendations on which equipment provides best overall Life-Cycle value.

3.5.6 The Contractor must:

- schedule and coordinate maintenance activities to achieve the least disruption to Occupant operations;
- provide an annual scheduling calendar to the Project Authority by November 30th for the upcoming calendar year;
- provide a minimum of two weeks advance notice to the Project Authority and Occupants of any proposed shutdowns and other Work that may disrupt operations, to allow time for contingency planning; and
- plan and coordinate Work to minimize the number of shutdowns and disruptions.

3.5.7 With respect to maintenance mandated by legislation, the Contractor must:

- review Canada's mandated preventive maintenance checklists;
- ensure legislated maintenance tasks/log books up to date;
- make modifications to meet health, safety and environmental legislation;
- use preventive maintenance checklists as modified to reflect changes in requirements;
- identify, report and resolve quality issues; and
- provide associated performance data based on planned maintenance activities not performed on schedule, together with justification.

## 3.6 Building Cleaning

### Context

Canada is committed to achieving levels of Occupant satisfaction in cleaning services comparable to industry benchmarks. An effective building cleaning program is central to Canada's commitment to provide Occupants with a safe, healthy and productive work environment.

### Scope of Services

3.6.1 The Contractor must:

- provide a level of service consistent with the intended use of the building, specific needs of the Occupants, industry standards and applicable regulatory requirements and make necessary adjustments to the level of service to reflect changes that may occur;
- perform building cleaning to ensure Occupants' and Canada's satisfaction and provide a clean, healthy and productive work environment as per Annex B/B1 –Cleaning Specifications;
- provide high quality janitorial consumables including but not necessarily limited to: paper products, soaps, disinfectants, general cleaner, carpet/upholstery/leather cleaner, waxes, sealants, garbage bags, floor cleaner/finisher/stripper, chemicals and housekeeping supplies and recycling bags;

- use environmentally friendly “green” products where cost-neutral or where any incremental cost has been approved in the BMP;
- provide data sheets for all products listed;
- provide the equipment necessary to perform the Work such as extraction equipment, burnishers, scrubbers, floor machines, etc.;
- develop a cleaning inspection template (approved by Project Authority);
- perform and report on monthly inspections;
- provide patrol cleaning, routine cleaning, scheduled cleaning operations, project cleaning, Occupant and emergency cleaning;
- follow the Task Authorization process, and seek the approval of the Project Authority, in advance for any Occupant or emergency cleaning request over €1,000; and
- identify, report and resolve quality issues.

3.6.2 The Contractor must take particular care when cleaning or maintaining the facade and the artworks throughout the building. In the Canada’s new Embassy in Paris, these include:

- The partial glass canopy ( *verrière*) in the back courtyard;
- The glass roof canopy ( *verrière*) for the Canadian Cultural Center;
- The integrated art façade doors (2);
- The glass façade doors (4);
- The integrated art - Mosaic at the entrance of the Canadian Cultural Center;
- The integrated art – video panel at the immigration corridor;
- The integrated art – Glass doors carving – the meeting room on the sixth floor; and
- The integrated art – Ceramic Tree – back courtyard;

In addition, Canada may from time to time notify the Contractor of other areas that require particular cleaning or maintenance (e.g. the lobby of the Canadian Cultural Center, the Canadian Club and the installation of copper throughout the Chancery).

### **3.7 Energy and Utility Management**

#### Context

Canada is committed to reducing greenhouse gas emissions with a particular focus on reducing energy consumption.

#### Scope of Services

- 3.7.1 The Contractor must perform the following for all buildings:
- investigate procurement opportunities with other commercial or industrial organizations to reduce the cost of the utility through economies of scale, and present proposals to Canada;
  - determine the most economical utility;
  - arrange for contracts (to be accepted and signed by Canada) by tender or negotiations for provision of diesel, fuel oil, natural gas electricity, water and sewage at the lowest possible rates, except where bulk purchases or City-provided utilities have otherwise been arranged by Canada;
  - present utility contracts for execution, where requested by the Project Authority;
  - investigate and identify incentive programs offered by utility suppliers;
  - verify utility invoices (against meter readings and unit costing) for payment and pay promptly to avoid late payment penalties; and
  - pay, at its own expense, any late payment penalties.
- 3.7.2 With respect to budgeting for building energy and utilities, the Contractor must:
- review multi-year records of actual consumption and established monthly and annual averages and trends;
  - review projected changes that affect energy consumption such as, occupancy levels and operations, levels of service, building upgrades, operating procedures and schedules; and
  - prepare a detailed time-phased utilities budget, as part of the BMP, indicating estimated consumption and costs for each utilities component such as, electricity, fuel oil, natural gas, water and sewage.
- 3.7.3 With respect to administering and analyzing energy and utility use, the Contractor must:
- track quantity and cost data from invoices;
  - read meters and dip fuel tanks regularly and compare to billing data and record building consumption data;
  - maintain information on energy consumption and on changes affecting energy consumption;
  - analyze energy use and indicate deviations from planned consumption; and
  - provide reasons for variances and recommended corrective action.
- 3.7.4 With respect to managing energy and utility use, the Contractor must:
- identify and implement ongoing adjustments to building operations to ensure efficient building energy performance, including rescheduling operations to reduce demand during peak loads, implementing a load-shedding strategy, tuning up equipment, monitoring

- heating ventilation and air conditioning (HVAC) and lighting systems efficiency, instituting optimum equipment servicing and minor repairs;
- establish a program to reduce energy utilization outside of Occupant building's hours of operation through actions such as temperature set back, and equipment shut down; and
- ensure meters are inspected and calibrated regularly.

### **3.8 Material Management**

#### Context

Canada is required to track capitalized items within its Information Management System (IMS). Items must be capitalized at the time of acquisition with the cost amortizes over its useful economic life. Any expenditure that involves a betterment, alteration or modernization of a capital building, which appreciably prolongs the building's period of usefulness, increases its value, or improves its utility, shall also be capitalized. These costs will be amortized over the remaining useful life of the project rather than expensed in the year of acquisition.

#### Scope of Services

- 3.8.1 With respect to the Global Affairs Canada capital management asset policy, the Contractor must:
- report, in a manner directed by Canada, any newly acquired capital asset, purchased as a pass-through item, by the fifth day of the month following the acquisition date;
  - provide detail required for an Asset Management Record (AMR) for each asset; and
  - identify and tag items on controllable asset lists in a manner directed by Canada.

### **3.9 Grounds Upkeep and Landscaping**

#### Context

Canada ensures that grounds and landscaping both inside and surrounding the buildings in its custody are maintained to preserve their aesthetic appeal, cleanliness, functionality, and safety.

#### Scope of Services

- 3.9.1 With respect to grounds upkeep and landscaping including courtyard gardens (le Jardin de la Terre at 130 Faubourg-Saint-Honoré), flower beds, terrace paving, steps to entrances, curbs, edgings and pre-formed channels, fencing/gates and boundaries; lighting columns, external furniture including but not limited to wooden furniture, bicycle shelters, and sculptures the Contractor must:
- inspect and repair pavement including parking areas, roads and walkways (including road drainage);
  - inspect and repair exterior signage;
  - prepare building grounds for winter;

- remove snow and ice from building entrances and exits, steps, ramps, sidewalks, driveways and parking areas, to ensure public safety and support Occupant operations, walls of buildings are free of blown, plowed or piled snow and dead leaves;
- perform Work in compliance with Canada's legal and policy environmental requirements, and France's legal requirements;
- collect litter and empty garbage from waste receptacles; and sweep hard surfaces.

### **3.10 Security Services**

#### Context

As custodian of federally owned facilities, Canada is responsible for providing an adequate level of security to ensure the ongoing safety of building contents and Occupants and to preserve the integrity and value of information, buildings and grounds.

#### Scope of Services

3.10.1 With respect to security violations, theft and vandalism, the Contractor must:

- manage, service and maintain Closed Circuit Television Cameras (CCTV);
- manage, service and maintain Co-locator security system (if applicable);
- report immediately to Canada and the affected Co-locator, deficiencies that could affect the security of a building;
- report security incidents and losses to Canada and to Co-locator security officials immediately;
- support the investigation of incidents or suspected breaches and violations of security, assault, theft, vandalism or other losses as they relate to the base building, its contents and grounds;
- endeavour to identify responsible parties, security vulnerabilities and efforts to prevent recurrence; and
- submit its investigation report, if applicable, to Canada so that it may be determined, in consultation with resident security experts, whether a further internal investigation is warranted.

3.10.2 The Contractor may be required to handle, dispose, destruct or transfer sensitive materials. The Contractor must ensure all PROTECTED and CLASSIFIED information and assets, as defined in Treasury Board of Canada policies, which have been authorized for destruction must be disposed of in accordance with the following:

- the sensitive information and assets must be destroyed only by approved destruction equipment, or at a facility authorized by Canada;
- information and assets awaiting destruction or in transit to destruction must be safeguarded in the manner prescribed for the most highly PROTECTED and CLASSIFIED information or asset involved;
- PROTECTED and CLASSIFIED information and assets awaiting destruction must be kept separate from other information or assets awaiting destruction;

- a Canada employee with a proper Personal Security Clearance, designated by the Project Authority, must be present to monitor the destruction of PROTECTED and CLASSIFIED information and assets; and
- surplus copies, and waste that could reveal PROTECTED or CLASSIFIED information, must be protected to the appropriate level and should be promptly destroyed.

### **3.11 Other Building Services**

#### Context

A number of other building services are critical to Canada's objective of providing an aesthetic, healthy and user-friendly business environment for Occupants and visitors. These services also contribute to the identity and public image of the Canadian federal government abroad, its presence, operations and facilities around the world.

#### Scope of Services

3.11.1 With respect to signage, the Contractor must:

- ensure that implementation of signage for federal departments is in accordance with Federal Identity Program (FIP), Canada's signage standards, and as outlined in the applicable laws and regulations;
- provide all other signage on the premises, including the notification of dangerous areas, and directional signage as required; and
- be responsible for updating all relevant signage following the completion of any minor churn (space re-allocation) or any other movement of personnel.

3.11.2 With respect to flag related activities, the Contractor must:

- perform day-to-day activities in accordance with Canada's instructions communicated to the Contractor from time to time related to the Canadian, provincial and territorial flags associated with a given building (flags are typically displayed 24 hours a day); and
- raise, lower or place flags at half-mast, when directed by Canada, and arrange for worn flags to be appropriately disposed of and replaced when notified by Canada.

3.11.3 With respect to event or ceremonial support, the Contractor must:

- assist Canada in planning, coordinating and holding ceremonial activities for events held in buildings or grounds including official openings, press conferences, unveiling of plaques, monuments or works of fine art, and visits from dignitaries;
- coordinate A/V requirements and move equipment when necessary; and
- if requested to do so by Canada (through a Task Authorization), provide other support services, such as those of a technical stage manager or a stage lighting designer.

3.11.4 The Contractor must annually update the cultural property inventory (artworks and artifacts) in collaboration with Canada.

3.11.5 With respect to pest control services (both indoors and outdoors), the Contractor must:

- provide pest control services in conformity with Integrated Pest Management (IPM) practices set out in the Treasury Board Manual Chapter 2-15 Pesticides Directives;
- ensure that the individual performing the application of pesticides is in possession of an active pesticide operator's licence and an active pesticide exterminator's licence, in accordance with local regulations, should the use of registered control products prove necessary, within the context of IPM practices, to combat plant disease and pest infestation, after having exhausted physical means;
- safeguard the treatment area during the application of insecticides and pesticides;
- ensure that the treatment area is thoroughly ventilated before Occupants are permitted to reoccupy the space following fumigation or treatment;
- ensure that the competent authorities have approved the insecticides or pesticides proposed for use by the Contractor; and
- ensure that pest control products conform to the Workplace Hazardous Materials Information System (WHMIS).

## 3.12 Building Infrastructure Continuity Plans

### Context

Under the *Emergency Management Act*,<sup>9</sup> the Minister of Foreign Affairs is required to include in an emergency management plan any programs, arrangements or other measures to provide for the continuity of the operations of Global Affairs Canada in the event of an emergency. An important component of emergency planning is a Building Infrastructure Continuity Plan.

A Building Infrastructure Continuity Plan aims at maintaining or restoring building operations in the event of an emergency or a system failure, and mitigating any impact on Canada's operations. Building Infrastructure Continuity Plans must be prepared in consultation with building Occupants to ensure they reflect critical operational priorities of Canada, including Co-locators, and are integrated with the Minister of Foreign Affairs' and the Co-locators' own business continuity plans. Key elements of a Building Infrastructure Continuity Plan include:

- an emergency response flow chart;

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<sup>9</sup> S.C. 2007, c. 15 (as amended or replaced from time to time).

- a communication strategy;
- a critical contacts list;
- information on critical Canada's operations;
- information on major building systems;
- impact of a malfunction on building operations; and
- back-up and recovery procedures.

### Scope of Services

#### 3.12.1 The Contractor must:

- provide complete information to Canada on building systems, including tombstone data such as manufacturer, model, and serial numbers, Operations and Maintenance manuals, supplier contacts, equipment use, system redundancies, impact of system failure on building operations, system recovery and impact mitigation plan, and resource requirements;
- prepare, maintain and annually update a Building Infrastructure Continuity Plan, and provide the updated document to Canada;
- train its building personnel to ensure they are prepared to manage emergency events in accordance with the Building Infrastructure Continuity Plan;
- test the Building Infrastructure Continuity Plan annually to validate it and determine the level of preparedness of the building;
- participate in the Canada audit, and formal evaluation of the testing, of the Building Infrastructure Continuity Plan, and provide recommendations for improvements; and
- activate the Building Infrastructure Continuity Plan in the event of an emergency situation or system failure.

### **3.13 Building Emergency Plans**

#### Context

Building owners, such as Canada, and Occupants must work together to fulfill their respective responsibilities for life safety. This includes preventing incidents and planning for emergency situations such as fire, bomb threats, demonstrations, power outages, disruption in water supply, spillage of hazardous materials, passengers trapped in elevator cars, earthquakes, tornadoes, floods and violence against employees. This is also stated as an employer responsibility in the *Canada Occupational Health and Safety Regulations*,<sup>10</sup> Part XVII, "Safe Occupancy of the Workplace".

The Treasury Board of Canada requirements for the fire safety of buildings are set out in the Treasury Board *Fire Protection Standard*.<sup>11</sup> Local regulations will also apply.

Canadian federal Ministers' responsibilities for health and safety, including life, of federal employees are to a large extent set out in the *Canada Labour Code*,<sup>12</sup> Part II, and the *Canada Occupational Health and*

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<sup>11</sup> < <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316> >.

<sup>12</sup> R.S.C. 1985, c. L-2.

*Safety Regulations.*<sup>13</sup> Those responsibilities also include activating emergency organizations, systems, and contingency plans, and initiate recovery measures; and providing for compensation, restoration and recovery.

### Scope of Services

3.13.1 In support of Canada, including Co-locators, the Contractor must:

- support Canada in relation to its responsibilities set out in the *Canada Labour Code*, Part II, the *Canada Occupational Health and Safety Regulations*, and the *National Fire Code of Canada*, as well as respect the French laws to the extent determined by Canada;
- actively support Canada, including Co-locators, in meeting their responsibilities for:
  - development of various emergency procedures, including documents and diagrams with the information required in the National Fire Code of Canada and applicable laws and regulations, such as fires, bomb threats, explosions, earthquakes, power failure, chemical accident or spills, emergency or medical response, demonstrations, persons trapped in elevator cars and violence against employees;
  - Identification of operational activities in support of those emergency procedures;
- provide Occupants and visitors with the required information concerning the location, operation and use of portable fire protection equipment and emergency equipment installed in the Workplace;
- participate in and assist with the coordination of emergency evacuation drills conducted by Canada; and
- prepare, regularly update and implement a fire safety plan for each building in conjunction with the Workplace Health and Safety Committees.

3.13.2 In relation to the Contractor's employees and subcontractors, the Contractor must:

- identify Contractor's employees and subcontractors roles and responsibilities related to emergency plans and procedures; and
- train Contractor's employees and subcontractors accordingly on their responsibilities related to emergencies.

3.13.3 For greater certainty, the Contractor's obligations include to:

- manage and control fire hazards;
- inspect and maintain buildings to ensure operational activities are pursued with maximum safety for all Occupants;
- retain a copy of the fire safety and emergency evacuation plan at a central location in the lobby of each building, and make it readily accessible Canada and first responders, and post fire safety and emergency evacuation procedures, complete with floor schematic diagrams, in the elevator lobby or entrance area of each floor and adjacent to the exit stairwells on each floor;
- inspect, test and maintain life safety and fire protection and control equipment, including portable extinguishers, fire alarm and voice communications systems, standpipe and hose

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<sup>13</sup> SOR/86-304, as amended or replaced from time to time.

- systems, automatic sprinkler systems, water supply systems, emergency power systems, emergency lighting, smoke control measures, special fire suppression systems, elevators, fire escapes, exits and stairways, in accordance with the National Fire Code of Canada; and
- maintain records on site pertaining to inspections, testing and maintenance in accordance with French and Canadian legal requirements, including the National Fire Code of Canada.

### **3.14 Business Continuity Plan**

#### Context

Under the *Emergency Management Act*, the Minister of Foreign Affairs is required to have plans to deal with emergencies, and to implement these plans when an emergency occurs. Internal Canada directives require an emergency management system to ensure continuity of Canada's operations in the event of an emergency or disruption.

As contractors deliver key services to Canada, Canada expects contractors to likewise have an emergency management system. An important component of an emergency management system is therefore the Contractor's own Business Continuity Plan.

A comprehensive Business Continuity Plan describes how it will continue its business and provide ongoing services to its clients in the event of a disruption that renders the Contractor's Workplace unusable. For a given building, the plan includes involvement by management staff, technical and administrative support staff, building operations staff, and subcontractors.

#### Scope of Services

- 3.14.1 The Contractor must prepare its Business Continuity Plan in consultation with Canada to ensure the plans reflect critical operational priorities of Canada and are consistent with Canada's own Business Continuity Plans.
- 3.14.2 The Contractor must also:
- maintain and annually update its Business Continuity Plan;
  - provide training to ensure staff is prepared to continue or resume operations in the event of a disruption, in accordance with its Business Continuity Plan;
  - validate the Business Continuity Plan and determine the level of preparedness;
  - provide a copy of the Business Continuity Plan to Canada upon request; and
  - activate the Business Continuity Plan in the event of a business loss or disruption.

## 4 Project Management Services (PMS)

### Context

Canada's objective is to obtain best value for the provision of complete Project Management Services. Canada will retain a strategic oversight role and have the Contractor delivering the day-to-day project activities and building integration responsibilities.

Canada undertakes a wide array of projects including:

- new construction;
- security installations;
- repairs;
- improvements intended to extend the life of the building ;
- enhancement of existing buildings to prevent or delay functional obsolescence;
- alterations to meet Canada's operational requirements; and
- space optimization and refits.

Project planning is an integral component of the Building Management Plan. Individual projects are identified in the annual Project Plan. Project planning must integrate the results and recommendations of the Property Condition Assessment, and Global Affairs Canada real property project planning process.

Canada major project delivery practices conform to Treasury Board requirements and generally align with the principles of the Project Management Institute's "Project Management Body of Knowledge (PMBOK) Guide": ANSI/PMI 99-001-2000 or latest version. It is required that the Contractor utilizes a Project Management methodology that complies with standard Project Management principles.

As Canada reserves the right to select projects and deliver projects internally or through third parties, rather than through the Contractor, Canada will, in such cases, advise the Contractor of such projects as part of the project planning process.

Projects delivered under this Contract range from €5,000 to €250,000. The Contractor would only be required to deliver projects exceeding €250,000 (including all costs, fees and taxes) pursuant to a written Contract amendment (Amendment), as set out in section 5 ("Optional Services"), below.

Work valued at less than €5,000 is budgeted under this Contract as an operating cost under Property and Facility Management Services and is identified in the Operations and Maintenance Plan as "Minor Works".



## Scope of Services

### **4.1 Managing Projects**

#### 4.1.1 The Contractor must:

- ensure that its approach to planning, design, and implementation of project Work is consistent with Life-Cycle Management principles while respecting relevant Canadian government policies, directives, standards and guidelines;
- identify projects annually to the Project Authority, in the Building Management Plan, for Canada's approval;
- upon instruction by Canada, the Contractor must substitute projects and realign its project priorities during planning or over the fiscal year, to reflect Canada's changing priorities, and to address emergencies and unforeseen requirements;
- inform Canada, through monthly reports, of modifications to the scope, budget or schedule of planned projects, and of any desired changes to the original approved project listing;
- must ensure projects are delivered in accordance with approved timelines, budgets, and scope;
- ensure the structural, architectural, mechanical, and functional integrity of the buildings with due consideration of the objectives set out in Property Condition Assessment and other reports;
- recommend solutions consistent with the standard of architectural and engineering components of buildings;
- conduct a design review, where required, following approval of the preferred option, at Canada's request, and complete final design and tender documents;
- ensure that heritage and cultural buildings are maintained in accordance with conservation plans and best practices, and ensuring best value for Canada;
- ensure that options consider environmental sustainability;
- provide functional, energy-efficient solutions that facilitates safe and productive accommodation in order to ensure a high level of ongoing Occupant satisfaction, and minimizes disruptions;
- complete an Environmental Assessment (EA) and follow instructions by Canada in this respect;
- in regards to project identification and planning, the Contractor must make use of Property Condition Assessments, Building Management Plans, and other means as required;
- inform Canada, through monthly reports, of modifications to the scope, budget or schedule of planned projects, and of any desired changes to the original approved project listing; and
- projects falling within the €13,000 to €250,000 conduct a project completion survey.

4.1.2 With respect to ensuring readiness for changes in project priority, the Contractor must develop shelf-ready drawings and specifications for proposed projects that could proceed to tendering and implementation within a short period of time.

4.1.3 With respect to the quality of materials, the Contractor must design and implement projects to include materials of a quality consistent with the architectural characteristics, building design, functional use and Canada's strategic investment plans for the building.

## 4.2 Project Estimates and Priorities

### 4.2.1 The Contractor must:

- identify the estimated project costs for the current planning year and across the project lifespan (see table 4.2.1);
- compare estimates to actual project completion costs, indicating variances and reasons for these using the estimated costs indicated in the Building Management Plan for all projects over €5,000; and
- projects falling within the €13,000 to €250,000 prepare and submit a business case in the form of an Investment Analysis Report (IAR) with a view to obtaining Canada's approval to proceed with and fund each project, including the project scope, objectives, cost schedule, justification, analysis of options available, including a class D cost estimate, preliminary schedule and risk assessment, implementation strategy, issues, and recommendations on the preferred option.

Class A estimate:	Based on complete working drawings and specifications, prepared prior to calling competitive tenders, and sufficient to enable detailed evaluation of tenders
Class B estimate:	Based on design and preliminary drawings and outline specifications for the project, including the design of major systems and subsystems, and the results of site investigations, sufficient to provide for the establishment of realistic cost objectives
Class C estimate:	Based on a full description of the preferred option's concept design, construction approach, and market conditions
Class D estimate:	Based on a statement of requirements and an outline of potential solutions, sufficient to provide an indication or order of magnitude of the final cost and enable ranking of options being considered

### 4.2.2 The Contractor must:

- assign project priority to each project in accordance with the following Project Priority Classifications (see Table 4.2.2); and
- if a project falls into several categories, assign to the project the category of highest importance as the priority of the project.

Emergency Projects are not planned; they require immediate action and are dealt with upon discovery of the incident or deficiency occurring. They include an incident or condition that has already or will very shortly threaten human health, safety, the environment or shutdown of a critical building or support system.	
Code	Name and Description
A	Carry Over
	A contract that has been awarded for a project, it is underway and must be completed.
B	Health and Life Safety
B1	A condition or deficiency that has a high probability and / or severe consequences for injury to human health or personal safety.
B2	A condition, deficiency or regulatory violation that has a medium probability and consequences for

	human health and personal safety
C	Building Integrity and Environment
C1	A condition, deficiency or regulatory violation that has a high probability or severe consequences for damages to real property or the environment
C2	A condition or deficiency that could result in operational inefficiencies, environmental violations, and increased operating costs or Occupant productivity losses
D	Government Programs, Priorities and Other
D1	Government or Canada priorities for specific programs or initiatives (e.g. accessibility, signage)
E	Operational Efficiency / Building Life Cycle
E1	A condition or deficiency which could be improved or corrected by repair or replacement but does not threaten human health, safety, building operations, or the environment and is not a regulatory violation
E2	A condition or deficiency that is likely to result in increased costs, reduced efficiency and /or addresses "Critical / Poor" conditions
E3	A condition or deficiency that could be improved or corrected by repair or replacement, or addresses "Fair" condition
E4	A condition that would improve the appearance or image of the building
X	Cost Saving Opportunities
X1	Significant financial benefit to the Bureau with payback within one year
X2	Significant financial benefit to the Bureau with payback within two years
X3	Significant financial benefit to the Bureau with payback within three or more years

### 4.3 Project Delivery

4.3.1 With respect to project tendering, the Contractor must use clearly documented selection criteria to ensure competitive bidding and an open, transparent and fair process in order to subcontract for services at best value:

- tender Work with an estimated value between €5,000 and €49,999, including Applicable Taxes by using an invited tendering process including at least three (3) pre-qualified subcontractors;
- tender Work with an estimated total value between €50,000 and €100,000, including Applicable Taxes by using an invited tendering process including at least five (5) pre-qualified subcontractors;
- tender Work with an estimated total value exceeding €100,000, but less than €250,000, including Applicable Taxes using an open tendering process such as advertising in major newspapers, trade or association journals or an electronic bulletin board;
- document any deviation from the competitive subcontracting process; and
- notify Project Authority of job showings (to allow for optional attendance).

4.3.2 With respect to project timelines, the Contractor must:

- provide associated performance data;
- identify the estimated project completion date at the beginning of the Fiscal Year for approved projects;
- compare the estimated project completion date with the actual project completion date; and
- provide reasons for variances.

- 4.3.3 With respect to the management of project risk, the Contractor must:
- for Projects over €13,000, manage this risk in a manner consistent with Canada's Major Project Delivery Process (MPDP) as amended or replaced from time to time, and in accordance with standard Project Management principles, by assessing, documenting and managing internal and external risk; develop an appropriate risk management plan 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
  - develop contingency and mitigation plans.
- 4.3.4 With respect to project year-end forecasting, at the end of period eight (being the eighth month of Government of Canada fiscal year (November 30th)) the Contractor must:
- ensure that forecasts are accurate;
  - provide associated performance data by identifying cash flow variances at the project and building levels; and
  - provide revised cash flows if projects are or will not be delivered as planned.
- 4.3.5 With respect to projects managed by the Contractor to be capitalized, the Contractor must provide detail for completion of the building management record supplied by Canada, monthly upon completion of projects together with the Canada project invoicing detail report.
- 4.3.6 With respect to project documentation, the Contractor must ensure its completeness and provide associated performance data by:
- adhering to specifications and standards (see section 7) with respect to architectural, mechanical and electrical drawings and specifications including shop drawings, as-built drawings, single-line diagrams and other graphical representations;
  - completing a generic project file checklist to suit the needs of each project prior to project commencement; and
  - conducting a project file audit by completing the project file checklist at project completion, addressing deficiencies, and providing the checklist to the Project Authority.
- 4.3.7 With respect to project completion, the Contractor must conduct project completion surveys and provide associated performance data by:
- conducting a project completion survey including interviews with Canada (Project Authority and Tech & EA) for base building projects;
  - tabulating and delivering to the Project Authority the total responses to project completion surveys, together with an analysis of results; and
  - recommendations for further action.
- 4.3.8 With respect to project quality management, the Contractor must:
- ensure overall project quality as it applies to the design, workmanship and materials, proof of licences and permits, coordination and Commissioning (section 4.4);
  - cooperate and participate, when required, with Canada during quality inspections, and provide resources and information as requested;

- provide associated performance data by identifying total project costs and construction costs; and
- identify, report and resolve Contract non-conformances.

4.3.9 With respect to projects managed by Canada and third parties, the Contractor must coordinate its employees and subcontractors, and participate in associated activities, including to:

- notify Occupants;
- obtain Co-locators' approvals;
- provide access to building services areas and equipment rooms;
- operate or shut down building systems;
- communicate with building Occupants;
- perform Commissioning (section 4.4); and
- change standard operating procedures of building systems.

## 4.4 Project Commissioning

### Context

Canada requires that projects undergo a Commissioning process which is appropriate for the size, scope and complexity of the project. Commissioning activities extend through all phases of a project from concept to occupancy and operation.

Proper Commissioning of projects results in reduced Life-Cycle costs, cost-effective maintenance, systematic project documentation for knowledge transfer and a surprise-free operation for both the owner and the operational and maintenance staff.

### Scope of Services

4.4.1 The Contractor must commission all projects between €13,000 and €250,000 assigned directly to them for delivery. Such Commissioning includes, but is not limited to:

- identifying operational requirements, issues and concerns;
- providing input and comments during the design phase;
- documenting the concept of operation;
- providing operating manuals;
- training operating staff;
- testing equipment and systems;
- placing equipment and systems in operation;
- balancing the systems;
- evaluating performance against the intended design specification;
- ensuring that required data is obtained from builders and designers in format agreeable to Canada for Canada to incorporate into its database; and
- obtain approval from the Project Authority through a Task Authorization in accordance with the Contract to participate in above activities for third-party delivered projects

- 4.4.2 The Contractor must participate in the Commissioning activities for those projects delivered by others, including by:
- monitoring that Commissioning is completely and correctly performed by the third party contractor;
  - coordinating its employees and subcontractors to accommodate third-party contractors or Canada's requirements;
  - providing access to building services areas and equipment rooms;
  - notifying Co-locators of work schedules and obtaining approvals;
  - operating or shutting down building systems;
  - communicating with building Occupants; and
  - changing standard operating procedures of building systems.

## 5 Optional Services

Canada has identified certain building-related services, which it may require the Contractor to provide through an Amendment, including:

- Relocation Design and Management;
- Major Project Management Services for Projects over €250,000;
- Management of additional buildings may include:
  - premises housing diplomats ("staff quarters").
  - Permanent Delegation of Canada for United Nations, Education, Scientific and Cultural Organization (PESCO) located at 1, rue Miollis, Paris; and
- Guard Services.

There is no guarantee, however, that Canada will require the Contractor to provide any optional services. In the event that Canada does require the Contractor to deliver, in whole or in part, any optional services, it may be for a limited period of time.

Canada will establish additional Performance Indicators and associated requirements for optional services. The Contractor must identify, report and resolve Contract non-conformances.

### Context

Should Canada wish to exercise its option to require these services of the Contractor, it will request that detailed supporting plans and budgets be submitted by the Contractor as appropriate, and as specific requirements arise.

Canada is committed to providing productive work environments. These services extend beyond the provision of space to include the delivery and management of all elements of a business environment to meet Canada's program needs.

### Scope of Services

#### 5.1 Relocation Design and Management

- 5.1.1 With respect to relocation for over five (5) workstations, the Contractor would be required to:
- determine space, fit-up, furniture and signage needs;
  - prepare concepts, detailed plans and specifications;
  - prepare detailed estimates for furniture and equipment;
  - prepare justifications, recommend best options and obtain Canada's approvals;
  - plan and execute relocation projects;
  - evaluate and report on the success and satisfaction of individual relocations upon completion; and
  - provide lessons learned from each relocation project.

## **5.2 Major Project Management Services for Projects Over €250,000**

- 5.2.1 Granting of any project Work to the Contractor beyond the current €250,000 threshold is entirely at GAC's discretion.
- 5.2.2 As Optional Services, the Contractor would have to deliver projects in the cost category between €250,000 and €500,000 in conformity with the requirements set out in Project Management Services (Section 4), utilizing the Canada Major Project Delivery Process consistent with standard Project Management principles, and align with any additional specifications provided for projects in this category.

## **5.3 Management of Additional Buildings**

- 5.3.1 In the event that Canada chooses to extend the scope of the Works to an additional building, the Contractor would be required to:
- prepare, for Canada's acceptance, a transition plan and a Building Management Plan, comprising all information required to efficiently take on the management of the additional building; and
  - complete transition activities in accordance with the plans.

## **5.4 Provision of Guard Services**

- 5.4.1 The Contractor may be required to provide fully trained and security-vetted unarmed Security Guards in order to control access, protect life, maintain order, deter criminal and terrorist attacks against employees, dependents and visitors and to prevent loss of Government of Canada information and assets.

## 6 Planning, Budgeting and Expenditure Management

### Context

Effective Property and Facility Management and Project Management requires systematic and comprehensive planning and budgeting. In Canada, these processes culminate in Building Management Plans (BMPs).

The management planning and budgeting requirements, described in this Statement of Work, are designed to blend with major Canada processes and systems. The annual BMP exercise would possibly be initiated by a call letter to the Contractor.

### 6.1 Expenditure and Work Under Contract Management

#### Context

Implementation of operations, maintenance, repair and renovation activities require an established works management system which comprises proven and consistent professional methods for Work initiation and authorization, Work implementation and control, inspection of completed Work, and payment.

Canada requires the Contractor to manage and control expenditures within the approved BMP, and to regularly report on progress in implementing the BMP.

#### Scope of Services

- 6.1.1 The Contractor must, with respect to the management and control of budgets developed by the Contractor and approved by Canada:
- perform Property and Facility Management Services and Minor Project Management Services using a works management system to assign and control Work, track progress, inspect and certify satisfactory completion (see section 2.6.2);
  - manage and control Operations and Maintenance funds at the building level and projects at the project level so as not to exceed the approved budget allotment;
  - as part of the BMP process, prepare an annual budget (each year December 30) for Operation and Maintenance (O&M) and project delivery costs expected for each building;
  - report monthly on progress, status of expenditures and forecasts to year-end against the established budget in accordance with Canada's Chart of Accounts/General Ledgers; and
  - submit, in accordance with the requirements set out in Annex C –Reporting Requirements, of this Statement of Work, reports in relation to, Operation and Maintenance (O&M) budget status, project activity and status; and submit ad-hoc reports to Canada on request.
- 6.1.2 With respect to mid- year and final-year forecasting (November 30 and March 15) the Contractor must:
- ensure that forecasts are accurate;

- provide associated performance data by identifying cash flow variances at the project and building levels; and
- provide revised cash flows if projects and/or subcontractor invoices are planned to support Canada requirement for Payments After Year End (PAYE).

6.1.3 The Contractor must, with respect to expenditure management for Work Under Contract, including:

- pay their staff providing services under this Contract in accordance with terms of their employment;
- pay promptly all other subcontractors' invoices for Work satisfactorily performed in accordance with the terms of the subcontract; pay, at the Contractor's own expense and account, all costs, losses, damages or penalties for late payment of subcontractors' invoices;
- retain information on each element of cost in sufficient detail for audit purposes (for the term of the contract); and
- provide associated performance data for expenditure management.

6.1.4 The Contractor must, follow the Task Authorization process with respect to all Works over €1,000, (refer Annex C – Reporting Requirements), including:

- report to, and seek the approval of the Project Authority through a Task Authorization, in advance of the Work being undertaken;
- amend the Task Authorization when there is a change to the Work, deliverables, dates or costs;
- complete all corresponding Task Authorization documentation; and
- carry out applicable subcontracting as set out in section 2.6 ("Subcontractor Management").

## 7 Information Management and Reporting

### 7.1 Information Systems

#### Context

Canada has diverse reporting requirements related to all its properties and to fulfill its strategic real property advisory role to government. Canada must report to central agencies and to Parliament on matters related to the real property holdings for which it is custodian. Finally, Canada depends on information to verify that the Contractor has performed services outlined in this Statement of Work and to certify that services have been received prior to payments being made.

Information management refers to the creation, capture, storage and retrieval of all forms of information in electronic, printed or other formats, generated through the delivery of services identified in this Statement of Work. In the context of this section, reporting generally refers to an analysis or summary of captured information as well as other events in order to clarify a specific situation and provide in-depth knowledge.

The information associated with the delivery of services in this Statement of Work is categorized in three groups as described below:

1) *Building Operational Information*

Is typically stored in and available at the buildings to which it pertains and consists of information needed by building operators and maintainers, inspectors or other authorities to demonstrate, among other things, regulatory compliance. This information includes Computer Aided Design and Drafting information, building-specific information and other printed or electronic information documenting operating procedures.

2) *Real Property Management Information*

Includes financial and other information related to operation and maintenance, planning and project delivery for the properties.

3) *Strategic Corporate Information*

Includes both financial and other information that collectively provides Canada with a view of the performance of its overall portfolio of properties which are managed internally or through contractors. This Property Management information resides with Canada.

Canada employs various financial, managerial and operational information systems in managing and delivering its real property services. The Contractor will develop, maintain and update information related to its service delivery obligations. Most information required by Canada will be transferred electronically by the Contractor, via the Internet to Canada in an agreed-upon format.

Canada may create reports from electronic data provided by the Contractor. Electronic data includes planning and operating information and operational results that are typically captured in leading

property, maintenance, and Project Management information systems. The secure transmission and safe long term storage of these large amounts of data are a priority to Canada.

Management and operational data elements will be submitted using an Extensible Markup Language (XML) structure.

Information and Internet technologies will continue to advance over the term of the Contract. As a result, the means of exchanging information between the Contractor and Canada may be adapted to take advantage of such advances.

### Scope of Services

- 7.1.1 The Contractor must develop, maintain and update information related to its service delivery obligations, including preparing and submitting to Canada all Property Management information and data specified in Annex C - Reporting Requirements to this Statement of Work, or as determined and directed by the Project Authority.
- 7.1.2 The Contractor must ensure the accuracy and completeness of information and data through quality control and assurance of data.
- 7.1.3 The Contractor must store, backup, organize and protect all information with due regard to security and disaster recovery and shall apply and adhere at all times to Canada security procedures for the protection of all information and buildings under its control.
- 7.1.4 The Contractor must transfer data required by Canada electronically, as outlined by the Tech & EA through a network via a Canada Data Standard Electronic File Transfer Protocol where it will be received and processed by Canada systems.

- 7.1.5 The Contractor must use an Computerized Maintenance Management System (CMMS) to facilitate the delivery, maintenance and updating of the program information and ensure that the system details are current and complete to meet the requirements described in this Statement of Work.
- 7.1.6 When requested by Canada, the Contractor must implement changes to the means of exchanging information between the Contractor and Canada to take advantage of technological advances, in a reasonable and timely manner.
- 7.1.7 The Contractor must use applicable identifier codes and standards provided by Canada for buildings when reporting performance to Canada, and implement the changes to these coding standards made by Canada from time to time, in a reasonable and timely manner.
- 7.1.8 With respect to documentation required to demonstrate regulatory or legislative compliance, the Contractor must ensure documentation and record keeping are made available on site at all times, and assist Canada in conducting performance monitoring activities.
- 7.1.9 With respect to building operational information provided by Canada as of the Contract Operational Start Date, the Contractor must keep all building operational information current during the term of the Contract, in a manner consistent with best industry practices, and return the information to Canada at the Contract completion date.
- 7.1.10 With respect to architectural, mechanical and electrical drawings and specifications including shop drawings, as-built drawings, single-line diagrams, O&M Manuals and other graphical representations, the Contractor must:
- provide change information in an electronic form consistent with mutually agreed upon standards (PDF and AutoCAD 2014 or earlier);
  - where original drawings are in non-electronic or other form that is not compliant with the noted document, convert the original information to the electronic form consistent with the noted document, performing such conversion of information when required and detail the costs of information conversions separately as a project (to be delivered under a Task Authorization);
  - ensure drawings are collected in the approved format at the project tender stage and, where requested, transmitted to Canada;
  - ensure that drawings are filed with other project information using a document and records management methodology; and
  - transmit Computer Aided Design and Drafting (CADD) drawings, when requested, along with any appropriate transmittal forms.
- 7.1.11 With respect to master technical drawing files, the Contractor must provide mechanical, electrical, architectural and structural information from construction projects to Canada as it becomes available, for updating by Canada of all Computer Aided Design and Drafting (CADD) master files.
- 7.1.12 With respect to technical as-built drawings, the Contractor must:

- ensure as-built drawings represent the project as constructed; and
- ensure as-built drawings are delivered to the Project Authority within 30 days after project close-out, and verified for completeness and accuracy with the understanding that drawings not conforming to Canada standards will not be accepted.

7.1.13 With respect to single-line electrical diagrams, the Contractor must:

- promptly update these drawings after completion of Work and ensure they are posted in the main electrical room or other applicable areas, and that the drawings show how power is distributed from the source, typically the service entrance, to the feeders, sub-distribution panel board level, major loads and equipment; and
- ensure that single-line electrical drawings are kept current and in accordance with applicable policies, directives, standards and guidelines on electrical safety.

7.1.14 With respect to Operations and Maintenance (O&M) manuals including manufacturers' literature for installed equipment and equipment warranties, the Contractor must:

- obtain additional information relevant to building systems or equipment from suppliers and manufacturers where necessary; and
- ensure that, where Canada is delivering project services within a building, all applicable manuals, drawings and other information received from Canada upon completion of projects, are properly incorporated into the building's existing document archive and appropriately maintained.

7.1.15 With respect to project-specific information, the Contractor must:

- assemble project specifications with the use of, and in accordance with, a format acceptable to Canada, typically in Adobe Acrobat Portable Document Format (PDF), and ensure that these project specific references are assembled into documents for each project and establish, as a minimum, quality, workmanship and installation criteria;
- retain originals of signed tender drawings in a secure area not accessible to the public;
- ensure copies of drawings required for operational purposes are held in a secure area of the building and represent printed copies of the originals, whether electronic or hard copy, and that access is granted only to authorized personnel;
- store hard copy tender drawings in flat file cabinets or drawing racks, organized and protected with due regard to their safety;
- file drawings with other project information using a document and records management methodology, and maintain an electronic list for ease of reference; and
- make and send copies of drawings and other project specific information to Canada, upon request, within a reasonable time frame.

## 8 Transition Deliverables

### 8.1 Transition Management

#### Context

Canada is committed to ensuring a seamless initiation and continuation of the services listed in this Statement of Work.

A Transition period is planned between the date of the award and the Operational Start Date. This Transition period is necessary to ensure:

- continuity of Canada's, including Co-locators', programs and operations;
- planning of Statement of Work implementation;
- a thorough understanding by the Contractor of Canada, its structure, practices, regulations and operations as well as specifics of the Paris Embassy and its buildings;
- planning and coordination leading to the Operational Start Date;
- continuity of building operations;
- finalization of Contractor management processes and operational procedures;
- Contractor staffing;
- establishment of Contractor relationships and lines of communication with key parties, including the Tech & EA, the Project Authority and the Co-locators; and development and testing of Contractor information systems and protocols.

The Transition for the three main buildings mentioned in this Contract is scheduled to be fully completed by April 1, 2018, as follows:

- for the Embassy of Canada in France located at 130, rue de Faubourg-Saint-Honoré, the proposed completed Transition date is currently February 3<sup>rd</sup>, 2018; and
- for the Permanent Delegation of Canada for Organization for Economic Co-operation and Development (POECD) located at 15 bis, rue de Franqueville, Paris 75116POECD, as well as for the Official Residence of the Ambassador, located at 135, rue du Faubourg-Saint-Honoré, Paris 75008, the proposed completed Transition date would be April 1, 2018.

#### Scope of Services

8.1.1 From the date of award to the Operational Start Date (move-in date for 130, rue du Faubourg-Saint-Honoré), the Contractor will be required to provide certain tasks that are separate from the above activities identified within this Statement of Work. Canada will reimburse the Contractor for such services based on detailed labour and material costs. These additional activities may include:

- observing the Commissioning process for building systems and equipment;
- attending meetings with the Canada project and real estate team or builder;
- attending Contract Management training; and providing operational support during construction and move-in stage.

8.1.2 From the date of Contract award to the Operational Start Date (anticipated Move-in Date for Embassy building – February 2018), the Contractor must develop various reports (see Annex C) plus perform additional activities including but not limited to the following:

- establish and implement a detailed Transition plan and framework, reviewed and accepted by Canada, for all elements of the SOW incorporating requirements from the Request for Proposals and the Contractor's submission;
- identify all costs associated with the initial Contract start-up within 30 days of both parties signing the Contract;
- appoint a Transition manager and provide representation to coordinate activities;
- ensure compliance with Appendix C (Certifications);
- develop and implement a comprehensive human resources plan, reviewed and accepted by Canada, ensuring that all required staff is in place, trained and security cleared as of the Operational Start Date;
- establish insurance coverage as outlined in the Contract for the duration of the Contract based on the Contractor's assessment of risks and exposures;
- develop and implement a communications plan and strategy, reviewed and accepted by Canada, with roles and responsibilities, including provisions for informing Co-locators and Occupants and contractors and sub-contractors, of the new Contract, in collaboration with the Project Authority in order to ensure there are no disruptions or reductions in the levels of service;
- develop and implement a plan for subcontracting, reviewed and accepted by Canada, to ensure continuity of services, and confirm that all subcontracts are in place and corresponding Personal Security Clearances implemented as of the Contract Operational Start Date;
- develop and disseminate a comprehensive list of contacts and telephone numbers in the Contractor's organization;
- develop a familiarization plan for the buildings as well as applicable federal and local government's and Canada's policies and procedures;
- validate the Property Condition Assessment for each building;
- develop contingency plans covering all Contract initiation accountabilities in the event that any subcontractor or supplier of the Contractor is unable to meet timelines;
- validate the Equipment Listing (Annex E) and adjust as required within sixty (60) days from award;
- prepare equipment inventory in accordance with section 3.5.2;
- develop a schedule of operations (e.g. a Work plan) for all maintenance activities (utilizing a CMMS program). This schedule is to be prepared on a year-planner type basis delivered to the Project Authority within sixty (60) days from award;
- develop a schedule of operations (e.g. a Work plan) for all cleaning activities (as per Annex B). This schedule is to be prepared on a year-planner type basis delivered to the Project Authority within sixty (60) days from award Date;
- validate year-to-date operational budgets and develop complete building budgets for the fiscal year. This schedule is to be prepared on a year-planner type basis delivered to the Project Authority within sixty (60) days from award;

- validate and, where necessary, establish operational procedures and review safety, security and emergency preparedness and environmental procedures to be in place as of the Operational Start Date;
- develop initial standard operating procedures (SOPs) and provide to Project Authority for approval;
- notify all applicable suppliers of the new Contract to ensure proper billing and continuity;
- implement the quality management plan, and develop internal quality control and quality assurance routines, consistent with the requirements of the Quality Management System for this Statement of Work;
- support, where applicable, the initial certification requirements and audits with NF HQE auditor CertiVÉA;
- review and implement Performance Indicator baselines set out in the Request for Proposal and agree with the Project Authority on establishing baselines for those Performance Indicators for which a baseline was not set out in the Request for Proposals; and
- review BMPs and schedule any required activities.

## **8.2 Operational Start Date (Move-in date - anticipated Feb 3, 2018)**

8.2.1 Beginning on the Operational Start Date, the Contractor must:

- occupy space in the buildings as directed by the Project Authority;
- ensure that required staff is in place, trained and security cleared;
- implement the health and safety program, including establishing Occupational Health and Safety committees at the asset level, where appropriate;
- ensure all subcontractors are in place and have had initial site orientation;
- commence all operational and maintenance activities according to approved Schedule of Operations;
- validate utility readings;
- conduct quality control and assurance and establish an appropriate communication of requirements to suppliers;
- participate in monthly meetings coordinated by the Project Authority to review performance results and to ensure a continuous understanding of performance status;

## **8.3 Completion (Exit Transition Plan)**

### Context

This sub-section outlines the activities required of the Contractor prior to Contract completion.

### Scope of Services

8.3.1 The Contractor must provide applicable documentation to the Project Authority and must:

- transfer all data pertaining to performance of the Work to Canada upon completion;
- certify and attest to the validity of all information required to be provided upon Contract completion;

- provide a detailed listing of all subcontracts in place, four months prior to the Completion Date;
- designate a Contract completion manager and prepare and implement a comprehensive Contract completion plan;
- notify its employees and subcontractors of the Completion Date in a timely fashion;
- report on the status of projects that will not be 100% complete before the Completion Date;
- provide a declaration that suppliers and subcontractors have been paid for all Work up to the Completion Date;
- provide documentation on all existing warranties;
- provide documentation on outstanding Contract non-conformances;
- complete and provide a financial reconciliation of revenues;
- provide documentation on all contracts managed on behalf of Canada;
- provide an updated list and return all government-furnished equipment, and all government furnished accommodation, and information;
- review the information in the cultural property inventory and equipment inventory and inform the Project Authority of any changes necessary to update the inventory;
- with respect to reporting and information arising from legislation governing the delivery of services described in this Statement of Work, including the *Canada Labour Code*, Part II, the *Canada Occupational Health and Safety Regulations*, Part II (“Permanent Structures”), Division III (“HVAC Systems”), transmit these records to Canada in a manner that will ensure they continue to be readily accessible to Canada for the legislated period of time;
- provide documentation on all software licenses and database agreements;
- finalize and provide all necessary data to determine applicable performance fees and deliverables related to previous year activities; and
- provide a lessons-learned report, to be prepared with Canada, on its experience in performing the Work under the Contract four months prior to the completion date.

**ANNEX A**

**PERFORMANCE MEASUREMENT FRAMEWORK**

**PROPERTY, FACILITY AND PROJECT MANAGEMENT  
SERVICES**

**FOR THE**

**The Embassy of Canada in France**

**ON BEHALF OF**

**DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT  
(Canada)**

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# Philosophy of the Performance Measurement Framework

A successful performance measurement framework (PMF) is built on mutual trust and co-operation and recognizes the Contractor's ability to measure their service performance. It supports Canada's role in delivering a functional work environment for its occupants while promoting quality and efficiency in service delivery. Continuous improvement includes meaningful measurements and underscores the importance of providing value for money while fostering a healthy work environment and meeting client requirements.

The PMF as described in this Annex supports Canada's "due diligence" role by strengthening service quality and adherence to process. The Contractor measures its service delivery performance in keeping with their Quality Management System. The results of the Contractor's performance measurement form the basis for the performance measurement and Key Performance Indicator (KPI) and Performance Indicator (PI) framework. Canada's interests and responsibilities are maintained by reviewing Contractor service delivery processes including checklists and questionnaires as well as performing quality monitoring activities. Routine reporting (outlined in Annex C) and quality inspections will provide Canada with the necessary confidence in the Contractor's reported performance data. By applying this performance measurement framework, Canada promotes continual improvement and a good working environment through its process of establishing baselines and the Contractor's formal mechanism for addressing concerns with respect to Contractor processes and service delivery.

## Key Performance Indicators

### 1 Limitations

This Annex pertains only to the evaluation of performance in relation to the determination of the performance fee for the Contract #: XXX, Contract Name: XXX. It does not discuss the fixed portion of the fee, nor the specific points or percentages of fee allocated to performance, which are addressed in the contract body.

### 2 General - Key Performance Indicators

The Contractor must share in the interests of:

- Improving life-cycle management for Canada's real property buildings;
- Programming appropriate investments in their operation, maintenance, repair and improvement are made; and
- Ensuring mandatory legislative requirements for safety, health and environment are regularly and systematically assessed and implemented.

Canada has designed a fee payment structure that focuses on the quality of the workmanship, process compliance, client requirements, and continual improvement while fostering a highly co-operative working environment between the Contractor and Canada. The Contractor's management fees for property, facility, and project management services consist of two parts: 85% of the total fee that will be paid on a monthly basis; and 15% (performance fee) of the total

fee that will be paid at year-end dependent on the Contractor performing at levels established at the beginning of the year (Appendix F – Pricing Schedule and Basis of Payment).

Performance of the work described in the Statement of Work will be evaluated by Canada against various Key Performance Indicators (KPIs) related to Property and Facility Management Services, as well as Project Management Services. These KPIs will also include numerous Performance Indicators (PIs) related to:

- **Physical** –measures the quality, efficiency and completeness of services performed by the Contractor to operate, maintain, repair and improve the building structures, systems, equipment, and grounds.
- **Functional** – measures reporting delivery and how well the Contractor has been able to implement and maintain a comprehensive Quality Management System (QMS) for service delivery as well as their ability and effort in meeting Canada and Occupant requirements.
- **Financial** – measures the Contractor's financial performance in managing the budgets, their ability to provide reasonable estimates for planning purposes as well their ability to forecast accurate year-end expenditures.
- **Project** – measures the Contractor's ability to estimate, procure and deliver quality projects in a timely manner while meeting forecasted expenditures.

### **3 Performance Measurement Based on KPIs**

#### **3.1 Evaluations**

The evaluation of the Contractor's performance based on KPIs is defined and detailed in the paragraphs that follow. Contractor performance assessment is not completed until the end of the year, but will be monitored by Canada throughout the year through various mechanisms including statistics from critical events, Occupant surveys as well as the Contractor's reported performance data. The Contractor will provide a quarterly overview at the Quarterly Review Session which will include both the Project Authority, and the Technical and Expenditure Authority (Tech & EA).

The Contractor must provide monthly updates to Canada on performance measurements resulting from the Contractor's quality assurance program. Some of these measurements, as defined in this Annex, will be used by Canada as performance data while others will be used for information purposes only. Canada will inform the Contractor of progress towards meeting these KPIs during the monthly meetings to ensure a continual understanding of the status of the performance assessment. Canada will also conduct quality monitoring as a means of verifying the effectiveness of the Contractor's QMS and ensuring that contract requirements are being met.

The evaluation of the Contractor's annual performance is completed after March 31st of each year.

#### **3.2 Baselines and Scoring**

Performance Indicator baselines, performance ranges and points per unit will be established, by both parties and agreed to in writing, no later than the first day of August for the fiscal year for which it is intended. These values will be reviewed and modified annually to promote "continual improvement" in service delivery. The previous Contract year's values shall remain in effect if an agreement cannot be reached. The baseline values, performance ranges and points per unit for a Performance Indicator may be updated at any time through negotiation between Canada and the Contractor if both parties agree that a change to the method of calculating the Performance Indicator scores is required.

The initial baselines and performance ranges, outlined by Canada, are based on achievable goals and expected outcomes. The points per unit amounts are used to determine the final score for performance that falls outside the performance range either positively or negatively; the type of unit used varies with the Performance Indicator (PI).

The final score will be calculated on the basis of the actual performance in relation to the Performance Management Framework Dashboard (Annex A2), using the identified performance range. If the actual score is within the expected performance range, Canada will release the associated Holdback on the basis of the schedule. If the actual score falls outside the performance range, Canada may, at its option, partially release or retain the Holdback.

### **3.3 Fee Determination**

The individual Performance Indicator scores are totaled for each of the four Key Performance Indicators. The Performance Fee Holdback will be fully released to the Contractor for each KPI where the total score achieves 80% or more of the maximum points available. Canada will release partial Holdback if the total score is between 70% and 80%, and results below 70% will result in Canada retaining the Holdback.

The maximum scores available for each Performance Indicator or components are part of the KPI framework and are not negotiable. Canada may decide to suspend or reactivate specific Performance Indicators for a Contract year. When this situation arises, Canada will advise the Contractor in writing of the intended suspension to an existing Performance Indicator or component, or to the re-activation of a previously suspended Performance Indicator or component for a specific Contract year. When a Performance Indicator is suspended, the maximum points associated with the Performance Indicator shall be removed from the total points available for its related KPI. For example, if a Performance Indicator worth "10" points (maximum) is suspended, the KPI score used for fee determination will be based on "90" points instead of the normal "100".

Where Canada is unable or unwilling to perform a required evaluation, the Contractor will be awarded the "maximum score" available for that evaluation. Where an evaluation cannot be made by Canada due to the Contractor's inability or unwillingness to provide the required information, the Contractor will be awarded a score of "0" for that evaluation. This scenario does not apply to Performance Indicators or components that are suspended from the KPI framework for a specific year.

### **3.4 Performance Management**

Canada requires that the Contractor implement and maintain a fair and representative sampling methodology to provide a clear indication of the overall service delivery in the buildings as well as to provide Canada with a high level of confidence in the evaluations and performance data. The Contractor must collect and provide Canada with performance data in accordance with the Statement of Work (2.4). Performance data will be collected in Canada's KPI Scorecard application and used to determine performance and excellence fees in accordance with the Contract.

### **3.5 Quality Monitoring**

Canada uses various processes for identification and resolution of deficiencies and promoting continual improvement. Part of Canada's due diligence, is to ensure that Contract requirements are being met, and that the quality of the Contractor's workmanship and the accuracy of its performance data is acceptable. On-site reviews are conducted on any service delivery item, at Canada's discretion. The Contractor shall be invited to participate in quality monitoring exercises to facilitate a common understanding of established processes and observed deficiencies and concerns.

Canada will adopt, where appropriate, the Contractor's quality management methodology and approach when performing quality monitoring. Where the Contractor does not measure specific items using quality control checklists, Canada will verify the quality of the data and results by reviewing the effectiveness of the Contractors QMS, applicable processes and performance measurement data.

Canada recognizes that not all deficiencies identified during quality monitoring need to be addressed as part of the Contractor's formal non-conformance process. Minor deficiencies are defined such as minor variations or discrepancies which are easily rectified and:

- do not adversely impact occupants;
- do not contravene mandatory requirements;
- are not part of a reoccurring problem; and
- are not part of an accumulation of observed deficiencies that collectively could be an indicator of a more serious problem.

Although noted as Minor Deficiencies on quality monitoring reports, Canada does not require the Contractor to address minor deficiencies as part of the Contractor's formal non-conformance process provided that these deficiencies can be corrected to Canada's satisfaction within 10 working days of the notification of the deficiency from the quality monitoring exercise.

The Contractor must provide written confirmation that the deficiencies are corrected. If not corrected within this time frame, then the Contractor will be required to address the outstanding deficiencies using the formal non-conformance process.

Where Canada identifies a non-conformance while performing its quality monitoring activities, the Contractor must perform a root cause analysis to determine if it was due to the Contractor's failure to:

- comply with established service delivery processes; or
- report performance results that accurately reflect the level of services delivered; or
- provide acceptable workmanship that could have a negative impact on Physical Performance or could compromise Canada's role in fulfilling its due diligence obligations.

Canada retains the right to alter the Contractor's performance score on the KPI scorecard if the Contractor's root cause analysis reveals a significant discrepancy. The affected Performance Indicator will be adjusted at the building level for the entire quarter of a contract year to the service delivery level determined during Canada's quality monitoring review.

Canada will determine the impact or score reduction on the applicable PI. If a discrepancy on the score reduction cannot be resolved between the Contractor and Canada, it will be subject to the process set out in section 3.6. It is important to note that until the matter is resolved, the year-end fee determination cannot be concluded.

### 3.6 Issue Resolution

Canada will identify major deficiencies to the Contractor, who must treat them as major non-conformances using the Contractor's formal non-conformance process. The Contractor must resolve all non-conformances raised by Canada to Canada's complete satisfaction. Only Canada is authorized to verify the effectiveness of the corrective actions taken to resolve Canada-raised non-conformances and has the sole authority to sign off on these non-conformances prior to their closeout.

Any major non-conformance subject to and awaiting the completion of the Contractor's "Issues Resolution Process", will have its outstanding status suspended (will remain "active" but not "outstanding"). It will not be considered "outstanding" unless the Contractor fails to "close" any actions within the specified timeframes as determined from the "Issues Resolution Process".

## 4 Evaluation of Property and Facility Management Services

The overall Property & Facility Management Services (PFMS) performance shall be determined by adding the performance contributions for each of the KPIs for Physical, Functional, Financial and Project Management Services as detailed below.

### 4.1 PHYSICAL PERFORMANCE SCORE DETERMINATION

The Physical Performance score will be determined by totaling the final scores for each of its Performance Indicators identified below. The Physical Performance Indicators and their associated maximum percentages are as follows:

Performance Indicators for Physical	Maximum Points
PHY1 - Building Management Plan (BMP)	20
PHY2 - Building Operations & Maintenance (O&M)	45
PHY3 - Environmental and Code Compliance	15
PHY4 - Critical Incident Management	20

Total Available Points	100
------------------------	-----

### **PHY1: Building Management Plan (BMP)**

Canada requires that each building have an Annual Building Management Plan completed. The standard Physical Condition Assessment (PCA) includes a roll-up of the assessment of individual building components (e.g., roof, exterior cladding, HVAC, etc.) and architectural components. This evaluation also supports prioritization of funding needs.

#### Calculation of Performance Indicator Result

For each building the Contractor will be assessed in the following areas:

- 100% of buildings to have Property Condition Assessment (PCA) completed by August 31<sup>st</sup>; and
- 100% of buildings to have corresponding Building Management Plan (BMP) completed by November 30<sup>th</sup>.

### **PHY2: Building Operations & Maintenance and Minor Repairs**

The Performance Indicator for building Operations & Maintenance will be determined using two component measures. The actual score for this Performance Indicator will be the sum of the component scores divided by the sum of the component weightings.

This service includes all of the mandated activities (Level 1), plus a comprehensive preventative maintenance program which is utilized to optimize useful life and operational performance at minimum life cycle cost. The maintenance regime must be implemented in such a way to also meet the maintenance requirements specified by the manufacturers, Chartered Institute of Building Services Engineers (CIBSE) / HVAC and other professional bodies.

#### **PHY2-A: Completion of Mandated Preventive Maintenance**

Mandated maintenance is defined as the minimum level of service activities that must be conducted on a routine basis for Canada to comply with safety, health and environmental standards mandated by applicable laws and Government of Canada policies, as well as Canada's strategic business objectives.

Mandated inspections by their very nature must have a higher priority than life-cycle inspections. In other words, if mandated packages are not completed as prescribed then this measurement is FAILED.

#### Calculation of Performance Indicator Result

This Performance Indicator measures the mandated maintenance packages that have been done. The goal is to ensure 100% of scheduled mandated maintenance activities for a given month to be completed within 30 days of their targeted start date.

## **PHY2-B: Completion of Routine Scheduled Maintenance**

This PI measures required activities for a comprehensive preventative maintenance program. Those involve scheduled servicing, inspections, adjustments, filter changes, lubrication, consumables and other relevant activities that are intended to extend the useful service life of a building's structure, systems or equipment.

### Calculation of Performance Indicator Result

The Contractor shall report to Canada on a monthly basis the status of all scheduled preventive and predictive maintenance (PM) inspections and testing.

The report shall identify at the building level the following:

- quantity of PM inspections that were scheduled for a given month.
- quantity of PM (non-mandatory) inspections that were not completed within 45 days of their targeted start date.

The Contractor will be assessed against the number of life-cycle PM (non-mandatory) inspections activities for a given month that were not completed within 45 days of their targeted start date.

## **PHY3: Environmental and Code Compliance**

This Performance Indicator focuses on specific elements of a building's structure, operation and management and measures compliance with the applicable local and Canadian laws and regulations (whichever is more stringent). This Performance Indicator will measure the Contractor's success in implementing the more stringent of the Regulatory Codes as they pertain to all operations.

The Contractor must report on a quarterly basis any new code compliance regulations that were implemented related to all services at the building level.

### Calculation of Performance Indicator Result

This PI will be measured against the following criteria:

1. Provision of required reports (4).
2. Confirmed analysis used to determine why the local rules are more stringent than Canadian ones.
3. Timely implementation of any non-compliance to appropriate rules.

## **PHY4: Incident Management**

Measures success in preventing and responding to incidents (critical and non-critical) based on documenting and reporting incidents once they have occurred, including the Service Provider's responsibility in preventing or foreseeing the event.

A critical incident, due the nature or duration of the event, results in one or more of the following conditions, referred to as “impact factors”.

- Loss of productivity (e.g. Building Shutdown);
- Injury to individuals;
- Damage to property or building integrity; and
- Damage to the environment.

Critical Incidents are evaluated based on the Contractor’s success in documenting and reporting events once they have occurred, including their responsibility related to preventing or foreseeing the event. For critical incidents that are deemed by the Project Authority to be preventable or foreseeable, the Contractor will be considered to have been “at fault”.

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 to Canada as per agreed procedures; and
- the extent to which required reporting documentation was complete and timely.

#### Calculation of Performance Indicator Result

The Contractor will be assessed on:

- Failure to satisfy the reporting items indicated above; and
- Critical and non-critical incident response result based on the sum of weighted “At Fault” impact factors and procedure and documentation requirements not satisfied.

## **4.2 FUNCTIONAL PERFORMANCE SCORE DETERMINATION**

The Functional score will be determined by totaling the final scores for each of its Performance Indicators identified below. The Performance Indicators for Functional and their associated maximum points are as follows:

Performance Indicators for Functional	Maximum Points
FCT1 - Client Satisfaction	20
FCT2 - Service Call Management	20
FCT3 - Timeliness and Accuracy of Information	20
FCT4 - Quality Management	25
FCT5 - Cleaning Satisfaction	15
Total Available Points	100

### **FCT1: Client Satisfaction**

Measures success in responding to occupant-initiated service inquiries in a timely, professional and effective manner.

This Performance Indicator is intended to measure the effectiveness of the Contractor's overall delivery of property and facility management services as perceived by the building occupants.

Canada is a focused organization and the occupant's satisfaction is considered to be an effective indicator of Contractor's effectiveness in meeting the expectations of the Statement of Work.

The Contractor must conduct an annual Building Assessment Report which includes a survey of various key individuals. It is utilized to determine the level of occupant satisfaction with services in Canada buildings. This Performance Indicator component will use performance data from the results of the question relayed to the occupants' perceptions of various services.

#### Calculation of Performance Indicator Result

Canada will measure the annual responses and the Contractor's performance will be rated against their evaluation of Superior, Satisfied or Poor.

### **FCT2: Service Call Management**

The Contractor is responsible for responding to occupant service requests related to building operations and maintenance. Canada relies on the Contractor to provide timely updates on service requests in order that they may perform their service call follow ups. The expectation is that the Contractor will update their system within 24 hours of responding to a service request (updates are usually done at the end of the business day). On a monthly basis, the Contractor will identify the percentage of service requests that were not reported as "Complete" or "Awaiting Materials" within the 24 hour update period.

#### Calculation of Performance Indicator Result

The PI component score for service call response time is calculated as the % service requests that exceeded the expected update period. The resulting monthly values will be averaged to determine the actual score for the building for the Contract year.

### **FCT3: Timeliness and Accuracy of Information**

Measures the accuracy and completeness of data/information and the success in meeting data/information frequency requirements from the Project Authority in a timely manner.

#### Calculation of Performance Indicator Result

The Contractor will be assessed on the Return rate of documents (substandard submissions, e.g. decision documents and plans).

### **FCT4: Quality Management**

The Contractor shall document and track all non-conformances to resolution in a manner that is readily and easily accessible to Canada. This includes:

- All environment, health and safety incidents;
- Mandatory requirements not completed on schedule;
- All critical incidents that by their nature are required to be documented and investigated to determine and eliminate the root cause;

- Recurring incidents; and
- complaints that cannot be resolved easily or that indicate a breakdown in the Contractor's quality system.

Outstanding non-conformances will be used to measure the Contractor's level of effort in rectifying deficiencies, resolving issues and improving service delivery.

Non-conformances become 'outstanding' when:

- the root cause is not identified and corrective actions not assigned within 5 days of creation for major non-conformances and within 10 days of creation for minor non-conformances (from time to time, where the root cause and corrective action cannot be determined within the above timeframes, a root cause analysis plan will be provided within the aforementioned timeframe);
- corrective actions are not completed by the target date; or
- effectiveness of corrective actions is not verified within the designated timeline identified in the action plan.

Outstanding non-conformances will be measured on a monthly basis and points tabulated to achieve an annual score based on the Contractor's service measurement data. Outstanding major non-conformances have a higher impact on points deducted than outstanding minor non-conformances. Major and minor non-conformances shall be defined as follows:

**Major non-conformance:**

- When a defined process or element has not been followed as documented or inadequately documented to ensure control of the process; or
- where deficiencies in service delivery negatively affects client operations or Physical Performance ; or
- When a contravention of established legislation, mandatory requirements or environmental, health and safety procedures occurs.

**Minor non-conformance:**

- When observations are made that need to be addressed but do not immediately affect or impair the process or service delivery and are not in contravention of any environmental, health or safety legislation or procedures.

*Calculation of Performance Indicator Result*

This Performance Indicator measures the Contractor's success in identifying, reporting and resolving quality non-conformances, improving service delivery and achieving continual improvement with respect to project delivery services.

The Contractor will report on a monthly basis the quantity of outstanding major and minor non-conformances related to all services at the building level.

This PI will be measured against three criteria:

1. Implementation of the Non-Conformance Action Plan within a timely manner.
2. The number of repeat non-conformances.

3. The requirement for Canada to raise non-conformances (not identified by the Contractor).

### **FCT5: Cleaning Satisfaction**

Measures the overall satisfaction for cleaning as it relates to the occupants. It is important the building occupants are serviced in a timely manner and that there are not recurring concerns related to the building cleanliness.

#### Calculation of Performance Indicator Result

This Performance Indicator measures the Contractor’s success of maintaining the cleanliness building to a level that meets occupancy requirements.

This PI will be measured against two criteria:

1. Cleaning inspections scores
2. Service Desk metrics for cleaning complaints

### **4.3 FINANCIAL SCORE DETERMINATION**

The Financial score will be determined by totaling the final scores for each of its Performance Indicators identified below. The Financial Performance Indicators and their associated maximum points are as follows:

Performance Indicators for Financial	Maximum Points
FIN1 - Minor Works Expenditures <€ 5,000	40
FIN2 - O&M Expenditures Work plan (delivery against Work Plan)	60
Total Available Points	100

#### **FIN1: O&M Expenditure (delivery against Workplan)**

At the start of the Contract year, budget amounts are established at the building level for each of the financial categories. At the end of the Contract year, Canada will compare the actual amounts to the approved Workplan budget amounts to determine an average variance. The Workplan budget will be adjusted as appropriate to accommodate changes to the building inventory (new buildings added or existing buildings removed) during a contract year. If the average variance amount is within the established performance range, then the Contractor will be awarded the performance score. Amounts outside of the performance range will be subject to the points per unit method of calculation to arrive at a final score.

#### Calculation of Performance Indicator Result

The Contractor will be assessed on the O&M forecast accuracy: variance between O&M yearend actuals and forecast expenditures at Period 3, 6 and 8 (at qualifier level) to year-end.

## **FIN2 - Minor Works Cost Control (over €5,000)**

For all minor works over €5,000 the Contractor must follow the Task Authorization process and have advanced approvals from the Project Authority. This PI should ensure that they are taking the proper steps in procuring such services and that the total costs are not greater than the original Task Authorization amount.

### Calculation of Performance Indicator Result

The Contractor will be assessed on the variance between the Minor Works approved Task Authorizations and the final Minor Works costs on a monthly basis.

## **5 Evaluation of Project Management Services**

The overall Project Management Services performance shall be determined for each of the Key Performance Indicators (KPIs) for Projects as detailed below.

The Project Performance score will be determined by totaling the final scores for each of its Performance Indicators identified below. The indicators and their associated maximum points are as follows:

Performance Indicators for Projects	Maximum Points
PMS1 - Project Estimates for all projects over €5,000	30
PMS2 - Project Planning for over €13,000 (individual projects)	30
PMS3 - Project Timeliness	20
PMS4 - Project File Audit	20
Total Available Points	100

### **PMS1 - Project Estimates (individual projects)**

Canada is committed to improving project estimates to achieve 'on time on budget' project delivery services. This Performance Indicator measures the Contractor's success in planning and delivering work within its estimated project cost.

The total project cost includes all cost elements in the Investment Analysis Report. The estimated project cost may be adjusted, as determined by Canada, to accommodate agreed changes regarding project scope.

### Calculation of Performance Indicator Result

The Contractor will evaluate each project to determine the accuracy of their estimating practices. At the Project Approval stage, the Contractor will identify the "Estimated Project Cost" which will be compared to the "Final Price" for the project.

- Project Approval generally occurs at the IAR stage when the preferred option has been approved and the project intent and extent (scope) has been clearly defined so that the detailed design of the option can commence.

- The Estimated Project Cost may be adjusted as determined by Canada to accommodate agreed to changes regarding project scope.

The difference between the "Estimated Project Cost" and the "Final Price" will establish a project variance.

The Contractor will be assessed on the average percentage of projects that are delivered within the Class B budget against the quarterly project program.

### **PMS2 - Project Planning for over €13,000 (individual projects)**

The Performance Indicator measures that the business case supporting Canada in making a best value recommendation.

#### Calculation of Performance Indicator Result

The Contractor will be assessed on providing complete IARs and option analysis when recommending all applicable projects.

### **PMS3 - Project Timeliness (delivery against Project Work Plan)**

This Performance Indicator measures the Contractor's success in meeting project schedules.

For projects over €13,000, the planned project completion date indicated in the approved Investment Analysis Report and the date of actual completion date will be used to establish a project variance, which will be measured in days.

For projects under €13,000, the Contractor will use a random sampling method to generate a statistically valid sample of projects. For these projects, the planned completion dates identified at the beginning of the Fiscal Year and the date of actual completion will be used to establish a project variance, which will be measured in days.

Measurement of elapsed time does not include weekends and statutory holidays.

#### Calculation of Performance Indicator Result

The Contractor will evaluate each project to determine the accuracy of their estimating practices. At the "Project Approval" stage, the Contractor will identify the "Estimated Project Completion Date" which will be compared to the "Actual Project Completion Date" for the project.

- The Estimated Project Completion Date may be adjusted as determined by Canada to accommodate delays beyond the Contractor's control.
- Project Approval generally occurs at the IAR stage when the preferred option has been approved and the project intent and extent (scope) has been clearly defined so that the detailed design of the option can commence.

- The Actual Project Completion Date is considered to be when there is confirmation that the contract work has been inspected and ready to put into service (usually referred to as "Substantial Completion"). In addition, all remaining project related activities or items such as commissioning, drawings, manuals, warranties, keys, deficiencies, etc., have been identified and are accepted for rectification by the Contractor in accordance with the contract documents.

The difference between the Estimated Project Completion Date and the Actual Project Completion Date will establish a project variance measured in days. As identified in the Performance Dash board.

#### **PMS4: Project File Audit**

The Contractor will evaluate project quality by filling out a questionnaire (Project Audit Checklist) at project completion to assess specific elements including appropriateness of project and design, quality of materials, acquiring of licenses/permits, workmanship, coordination and commissioning. All BMP funded projects greater than €13,000 will be evaluated whereas projects below this amount may be evaluated on a sample basis. The performance data for this Performance Indicator component is provided by the Contractor's quality assurance program. The actual score for this Performance Indicator will be the average score of the evaluations. If the actual score is within the established performance range, then the Contractor will be awarded the performance score. Amounts outside of the performance range will be subject to the points per unit method of calculation to arrive at a final score.

#### *Calculation of Performance Indicator Result*

The Contractor will use a project quality checklist approved by the Technical Authority for this Performance Indicator. The checklist will provide an indication of the Contractor's success in meeting requirements identified in the approved Investment Analysis Report as compared to the objectives attained at project close-out.

The Contractor will be assessed, on a percentage basis, against the number of project file audit checklists completed. The monthly project quality result will be the average of the project quality results. The annual project quality result will be the average of the total project results.

## **6 Reporting Criteria**

The Contractor must submit service delivery performance data using an electronic spreadsheet and in a format acceptable to Canada. Canada will transfer the data (automated procedure) from the Contractor's spreadsheet to the KPI Scorecard application. Therefore, it is imperative that any changes to the spreadsheet format be approved by Canada prior to submitting. The Contractor must provide the performance data no later than 10 days after the end of the month.

**Paris  
Performance Feel Hold Back = 15%**

Physical (33.33%)		Functional (33.33%)		Financial (33.33%)		Projects	
PHY1 - Building Management Plan (BMP)	20	FCT1 - Occupant Satisfaction - From Service Desk	20	FIN1 - Capital Program (delivery against Work plan)	40	PMS1 - Project Estimates (individual projects)	30
PHY2 - Building Operations & Maintenance (O&M)	45	FCT2 - Service Call Management	20	FIN2 - O&M Expenditures Work plan (delivery against Work plan)	60	PMS2 - Project Cost Control (program of < £13,000 projects)	30
PHY3 - Environmental Regulatory Compliance	15	FCT3 - Accuracy and timeliness of information	20			PMS3 - Project Timeliness (delivery against Project Work Plan)	20
PHY4 - Critical Incident Management	20	FCT4 - Quality Management	25			PMS4 - Project File Audit	20
		FCT5 - Cleaning Satisfaction	15				
Total	100	Total	100	Total	100	Total	100

**4 KPIs**

13 PIs related to PMS (Total points available = 300)

4 PIs related to PMS (Total points available = 100)

**PERFORMANCE MEASUREMENT FRAMEWORK - DASHBOARD  
For Year One (April 1, 2018 - March 31, 2019)**

KPI	Performance Indicator	Maximum Points	Measurement	Reporting Frequency	Measurement Frequency	100%	80%	75%	Zero	Score Q1	Score Q2	Score Q3	Score Q4	Actual Score
Physical	PH1A - Building Management Plan (BMP)	20	1. 100% of assets to have completed inspections (FCI/Condition Inspections - FCI) by August 31st 2. Ongoing BMP completed by November 30 <sup>th</sup>	Annually	Annually	Item completed thoroughly and on time	FCI inspection completed in a timely manner BMP substantially complete	FCI inspection and BMP partially complete and delivered in a timely manner	FCI inspection and BMP Not completed by due dates	X	X	X		
	PH2 - Building Operations & Maintenance (BAM) - combined for 40%	below				All packages on required	More than 90% of packages completed	Less than 90% of packages completed - DAL entire entire KPI	Less than 70% of packages completed - DAL entire entire KPI					
	PH2B - Completion of Scheduled Preventive Maintenance (PMP) of all	30	Number of scheduled/maintained maintenance activities for a given month that were not completed within 30 days of their targeted start date.	Monthly	Quarterly		More than 90% of packages completed	Less than 90% of packages completed - DAL entire entire KPI	Less than 70% of packages completed - DAL entire entire KPI					
	PH2B - Completion of Scheduled Maintenance	15	Percentage of PMs with PM items taken (percentage to be taken - scheduled - for a given month that were not completed within 45 days of their targeted start date.	Monthly	Quarterly	Over 90% of packages complete	85% - 89% of packages on target	75% - 84% of packages complete	Less than 70% of packages complete					
	PH2C - Environmental Regulatory Compliance	15	Compliance to provide annual report on existing state table code compliance. Measure compliance with regulatory requirements.	Quarterly	Annually	Fully compliant	Over non-compliance infraction	2 non-compliance infractions	More than 2 non-compliance infractions					
	PH4 - Critical Incident Management - combined for 20%	below												
	PH4A - All Fault Incidents	15	Number of weighted "All Fault" impact factors and procedure and documentation requirements not met.	Monthly	Annually	No "All Fault" events	1 (low) "All Fault" events	2 (low) "All Fault" events	3 (low) or more "All Fault" events					
	PH4B - Reporting in a timely manner	5	Number of reports to be submitted within 24 hours of incident/verbal notification required within 30 minutes of event.	Monthly	Monthly or Quarterly	All reporting done in a timely manner	1 (low) report not completed or in a timely manner	2 (low) or (low) reports not completed or in a timely manner	More than 3 (low) reports not completed or in a timely manner					
	PH4C - Occupant Satisfaction - from Service Desk	20	Results for the Occupant Satisfaction survey within the Building Assessment Report (BAR) - Contractor to conduct CSAT survey within 10% of Users to confirm satisfaction to be developed	Annually	Annually	Superior	Satisfied	Poor	Not completed					
	PH4D - Service Call Management	20	Percentage of service requests that are responded to within the prescribed response time (24/7 Hours 4-4-3)	Monthly	Quarterly	Over 95% of the time	90% - 94% of the time	85% - 89% of the time	Less than 80% of the time					
	PH4E - Accuracy and timeliness of information and reports	20	Percentage Return rate of documents - this includes ad hoc, monthly and annual reports	Monthly	Quarterly	Less than 10% of reports contain errors	15% - 15% of reports contain errors	16% - 19% of reports contain errors	More than 20% of reports contain errors					
	PH4F - Quality Management	25	1. Completion of Non-Conformance Action plan in a timely manner. 2. Non-Conformance Report (NCR) - Number of NCRs 3. Non-Conformance Report (NCR) - Number of NCRs 4. Non-Conformance Report (NCR) - Number of NCRs	Monthly	Annually	1. 100% completed in a timely manner and 2. No non-conformance and 3. No NCRs and 4. No NCRs	1. 80% completed in a timely manner and 2. No non-conformance and 3. No NCRs and 4. No NCRs	1. 70% completed in a timely manner and 2. No non-conformance and 3. No NCRs and 4. No NCRs	1. <75% completed in a timely manner or 2. More than 2 non-conformance or 3. More than 2 NCRs or 4. More than 2 NCRs					
	PH4G - Cleaning Satisfaction	15	Measurement in maintaining building cleanliness to a level that meets occupancy requirements. 1. Monthly Cleaning Inspections 2. Service Call - Cleaning Complaints	Monthly	Quarterly	1. 12 inspections completed and 2. 0 cleaning complaints (related to service levels)	1. 12 inspections completed and 2. 0 cleaning complaints (related to service levels)	1. 12 inspections completed and 2. 0 cleaning complaints (related to service levels)	1. <12 inspections completed or 2. More than 2 cleaning complaints (related to service levels)					
	PH4H - Minor Work Expenditures <€ 5,000 Based on annual spend	40	The variance between the estimated Minor Works costs and the actual Minor Works costs.	Quarterly	Quarterly	Within 10% of estimated budget.	Within 15% of estimated budget.	Over 20% of estimated budget.	Over 30% of estimated budget.					
	PH4I - OMM Expenditures Work plan (delivery against Work Plan)	60	Timely and accurate preparation and submission of monthly OMM Expenses (complete with variances between Budget and Actual)	Monthly	Quarterly	Within 5% of estimated budget.	Within 6% - 9% of estimated budget.	Within 10% - 14% of estimated budget.	Over 15% of estimated budget.					
PH4J - Project Estimates for all projects over 5,000 € (individual projects)	30	1. Contractor must follow Subcontractor Management process (SRM) for all awarded task Authorizations. 2. Projects are delivered within class 1 budget (including contingency) for each project.	Monthly	Quarterly	Average of all projects delivered are within 5% of estimated total.	Average of all projects delivered are within 8% of estimated total.	Average of all projects delivered are within 75% of estimated total.	Average of all projects delivered are over or under 10% of estimated total.						
PH4K - Project Planning for over € 13,000 (individual projects)	30	MR is thorough and provided in advance for all projects over €13,000	Monthly	Quarterly	Within quarter	Less than a 30 day delay	30-60 day delay	More than 60 day delay						
PH4L - Project Timeliness (delivery against Project Work Plan)	20	Projects are delivered within this quarter that they were forecast for completion	Monthly	Quarterly	Within quarter	Less than a 30 day delay	30-60 day delay	More than 60 day delay						
PH4M - Project (for Audit) (individual projects)	20	Completed (for Audit) Checklist on each project (the random audit)	Quarterly	Quarterly	100% of files include checklist	90%-99% of files include checklist	80%-89% of files include checklist	Less than 85% of files include checklist						

400

Total Evaluation Points	
<b>Hold Back Distribution Schedule Based Upon Total Points:</b>	
80% score in any KPI = 100% of Hold Back Released for that KPI	
70% - 79% score in any KPI = 75% of Hold Back Released for that KPI*	
Less than 70% score any KPI = Hold Back Retained by GAC for that KPI	
* - Failure in PH1C-A results in loss of Hold Back for entire PH1C/ELKPI	

Notes: Reduce the Monthly KPI Reporting (delete FC)

## Annex C

### Reporting Requirements

On a regular basis Canada deals with significant amounts of data. This information will be required to produce various levels of information, consisting of, but not limited to reports that address specific issues. The data is stored in a varied of ways and often transmitted between internal systems, departments and agencies of Canada, with a requirement for secure transmission and safe long term storage. The data is used for things such as historical reference, reporting requirements, responding to inquiries, performance management and aiding in decision making.

Canada employs various financial, management and operational information systems in managing data and delivering its real property services. These systems have been instrumental in providing mandatory reporting and best-practice tools to support its commitment to service excellence.

This section provides a description of electronic data to be provided by the Contractor for the Canada data repository and specifically for the Performance Indicators described in Annex A - Performance Measurement Framework. This Contract only requires the Contractor to handle unclassified materials.

#### **Protected or Classified Documentation**

Should Canada deem that the Contractor is required to work with Classified or Protected B documentation then a more stringent protocol is required. The data will be handled using a Managed Secure File Transfer (MSFT) Service that permits Canada to securely send and receives files using algorithm encryption.

This requirement could relate to Project Management Services for Projects Over €250,000 (Optional Services) and the scope of services would then include:

- The Contractor utilizes an Entrust PKI key, or equivalent, to encrypt and transmit files within the MSFT service.
- The Contractor must ensure all workstations accessing the Managed Security File Transfer have the Java 2 runtime Environment, Standard Edition installed, minimum version 1.4.2\_.08.
- The Contractor must install on workstations as required Java Cryptography Extension Jurisdiction Policy Files that removes restrictions on the encryption strengths.
- The Contractor must ensure that all enabled ports through the 'SFT client" network firewall will communicate with the MSFT service. This information along with the Canada domain name will be provided separate by the Technical Expenditure and Approval Authority.



Table 1 - Summary of Reporting Requirements

<b>Reporting Requirements</b>			
<b>SOW Reference</b>	<b>Requirement</b>	<b>Frequency</b>	<b>Date</b>
2.1 - Contract Relationship Management	None required	N/A	N/A
2.2 - Occupant Relationship Management	None required	N/A	N/A
2.3 - Quality Management	Performance Management Reports	Monthly	10th of each month
2.4 - Performance Measurement Framework	As per Performance Measurement Framework - Dashboard (Annex A2)	Monthly	10th of each month
2.5 - Reporting	Various SOW activities as well as ad hoc reports	Quarterly and Annually As required	As per Annex A2 schedule
2.6 - Subcontractor Management	As requested by Canada	As required	
2.7 - Occupational Health and Safety	Non-conformances Incident/Accident reports Hazardous occurrence investigation reports	Upon occurrence and Monthly Roll-up	Upon occurrence 10th of each month
2.8 - Constructor Services	None required	N/A	N/A
2.9 - Environmental Management	Environmental Regulatory Compliance	Quarterly	10th of March 10th of June 10th of September 10th of December
2.10 - Building Design Quality and Heritage Stewardship	Designated Substances Survey (DSS)	As required	
	Asbestos Report	As required	
	None required	N/A	N/A

<b>Reporting Requirements</b>			
<b>SOW Reference</b>	<b>Requirement</b>	<b>Frequency</b>	<b>Date</b>
2.1.1 - Critical Incidents	Critical Incidents	Upon occurrence and Quarterly Roll-up	Upon occurrence and 10th of March 10th of June 10th of September 10th of December
2.1.2 - Risk Management	None required	N/A	N/A
2.1.3 - Change Management	None required	N/A	N/A
3.1 - Building Operations	None required	N/A	N/A
3.2 - Building Inspections	Schedule of legislated inspections	Annually	60 days after Contract award.
	Property Condition Assessment	Annually	September 1 <sup>st</sup> onwards September 1 <sup>st</sup>
3.3 - Building Management Plans	Building Management Plan	Annually	November 30th
3.4 – Service Desk	Service Call Analysis/Trends	Monthly	10th of each month
3.5 - Maintenance Management	Completion of Mandated Maintenance	Monthly	10th of each month
	Completion of Scheduled Maintenance	Monthly	10th of each month
	Annual Scheduling Calendar	Annually	60 days after Contract award.
3.6 - Building Cleaning	Schedule of Operations	Annually	November 30th onwards 60 days after Contract award.
	Cleaning Inspection Report	Monthly	September 1 <sup>st</sup> onwards 10th of each month

<b>Reporting Requirements</b>			
<b>SOW Reference</b>	<b>Requirement</b>	<b>Frequency</b>	<b>Date</b>
3.7 – Energy/Utility Management	Annual utilities budget	Annually	60 days after In-Service Date.
	Consumption Reports	Monthly	September 1 <sup>st</sup> onwards
	Asset Management Record	As required	10th of each month
3.8 - Materiel Management	None required	N/A	N/A
3.9 - Grounds Upkeep and Landscaping	Incident/Investigation Reports	As Required	
3.10- Physical Security Services	None required	N/A	N/A
3.11 – Other Building Services	Building Continuity Plan	Annually	60 days after In-Service Date.
3.12 – Building Infrastructure Continuity Plans	Fire Safety Plan	Annually	November 30th onwards
3.13 – Building Emergency Plans	Business Continuity Plan	Annually	60 days after In-Service Date.
3.14 – Business Continuity Plans	Project Completion Status (estimated project completion date with the actual project completion date)	Monthly	10th of the month
4.1 – Project Delivery	Approved Project Listing and completion status	Monthly	10th of the month
4.4 - Commissioning of Projects	Optional Service	TBD	
5.1 - Relocation Design and Management	Optional Service	TBD	
5.2 - Project Management > €250,000	Optional Service	TBD	
5.3 - Management of Additional Buildings	Annual Forecast	Annually	60 days after Contract award.
6.1 Expenditure and Works Under Contract			

<b>Reporting Requirements</b>			
<b>SOW Reference</b>	<b>Requirement</b>	<b>Frequency</b>	<b>Date</b>
Management			November 30th onwards
7.1 - Information Systems	O&M Expenditures Work plan (delivery against Work Plan) and variances None required	Monthly N/A	10th of the month N/A
8.1 - Transition Management	Transition Plan (see SOW for required details)	Once	30 days after Contract award.
8.2 - Operational Start Date	None required	N/A	N/A
8.3 - First Year deliverables	None required	N/A	N/A
8.4 - Contract Completion	Contract Completion Plan	Once	TBD

## Annex G

### Glossary of Terms

**Alternative Forms of Delivery (AFD)** – refers to a service delivery model that differs from the Government of Canada usual methods. Most often refers to leveraging private sector capacity in the delivery of services (in this case to real property services), whereby Canada retains full accountability for fixing standards and monitoring performance of the Contractor.

**Ambassador** – also known as Head of Mission. The senior diplomat at an embassy, high commission, permanent mission, consulate general or consulate.

**Amendment** - an agreed addition to, deletion from, correction or modification of, the Contract. The Contract requires that it be made in writing signed by both parties for an Amendment to be valid.

**As-built Drawings** – a set of construction drawings reflecting on-site changes required during delivery of projects as well as original design intent.

**Asset Management Record (AMR)** – see section 3.8.1 of the Statement of Work.

**Applicable Taxes** – sales taxes may include VAT, GST or HST.

**Assets** - any physical object (tangible) or right (intangible) owned by Canada or having economic value to Canada.

**Asset Management**- the process by which an owner maximizes the value of a property or portfolio of properties (from acquisition to disposition) within the objectives defined by the owner. It utilizes strategic planning practices and establishes the long term management direction for the asset. It takes into account government-wide and GAC policies, practices and standards, the economic value of the asset, consolidates with detailed asset information and evaluates against performance objectives for the asset.

**Asset Management Plan** – a strategic plan for long-range planning that considers the asset's capital liabilities; life-cycle costing; valuation; market analysis; financial analysis, risk analysis, etc. A key element is the identification and assessment of options. Options considered typically include: retain and maintain, dispose and replace, and others as practical and appropriate.

**American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)** – North American association whose membership is open to any person associated with heating, ventilation, air conditioning or refrigeration through such disciplines as indoor air quality and energy conservation.

**Audit** - an examination, full scrutiny and verification of records and practises, usually by a third person.

**A/V** – Audio Visual

**Award Date** – the date on which the Contract is signed by both Parties

**Base Building** - architectural, mechanical and electrical components of a building (e.g., equipment) that are required to provide the intended interior and exterior environments or to satisfy legislation or other Government objectives such as occupier health and safety, accessibility, or energy conservation. A distinction is made between such Base Building and those that are tied to the specific program being developed by the Co-locators—e.g., furniture, specialized equipment.

**Best Value** – best value to Canada, as determined through:

- a) optimal use of allocated labour, financial and other resources in the delivery of services and solutions;

- b) consideration of sustainability, with a long-term view of the costs and benefits of available options;
- c) Consideration of cost, quality, competition and transparency in the provision of services, solutions and material.

**Building** - consists in the building or premises at any of those locations:

- a) the (future) Embassy of Canada in France, located at 130, rue du Faubourg-Saint-Honoré, Paris 75008;
- b) the Permanent Delegation of Canada for Organization for Economic Co-operation and Development (POECD), 15 bis, rue de Franqueville, Paris 75116;
- c) the Official Residence of the Ambassador, 135, rue du Faubourg-Saint-Honoré, Paris 75008; and
- d) premises housing diplomats (“staff quarters”).

**Building Condition Report** – provides the detailed technical information about a building, whichn information is required for Canada to make informed decisions regarding their overall asset management plan and making capital and repair decisions.

**Building Infrastructure Continuity Plan** – see section 3.12 of Statement of Work. Plan to support continuous operations at a building.

**Building Management Plan (BMP)** – as described in section 3.3 is an all-inclusive plan which outlines the management of an asset over a period of five years. It captures a present-day picture of the asset and forecasts upcoming use, operating requirements, financials, project programs and life-cycle management approach.

**Building Management System (BMS)** - also known as a building automation system (BAS). Is a computer-based control system installed in buildings that controls and monitors the building’s mechanical and electrical equipment such as ventilation, lighting, power systems, fire systems, and security systems. A BMS consists of software and hardware and usually integrates Internet protocols. (*French - Gestion Technique Bâtiment (GTB)*).

**Building Owners & Managers Association (BOMA)** - a federation of North American associations and international affiliates representing owners and managers of all commercial property. It provides information on building management and operations, development, leasing, building operating costs, energy consumption patterns, local and national building codes, legislation, occupancy statistics, technological developments and other industry trends.

**Building Use** –building designation for which service levels, processes and other requirements vary, as set out in the Building Management Plan (BMP), according to the nature and purpose of the building, its criticality, security requirements and its location. Examples include:

- a) Chancery (CH) or office buildings;
- b) Official Residences (OR);
- c) Staff Quarters (SQ);
- d) warehouses;
- e) recreation buildings;
- f) storage buildings;
- g) land; and
- h) parking.

**Business Continuity Plan** – outlines the process, procedures and details to ensure continued availability of the Contractor’s services to Canada.

**Business Day** – weekdays, excluding statutory holidays in Ottawa or Paris.

**Canada** - also known as Global Affairs Canada, GAC (or “the Department”) is designated as the Government of Canada’s custodian responsible for all federal real property in support of diplomatic and consular purposes outside Canada.

**Canadian Standards Association (CSA)** – a Canadian not-for-profit non-governmental entity that develops and publishes standards, provides training and advisory services based on internationally recognized criteria and procedures. Examples of standards areas relative to this Contract include and safety and performance standards, including electrical, industrial equipment, boilers and pressure vessels, compressed gas handling appliances, environmental protection, and construction materials.

**CertiVÉA** - a subsidiary of the *Centre Scientifique et Technique du Bâtiment (CSTB)*, which is the French scientific and technical center for buildings. The CertiVÉA standard is the benchmark in evaluation and certification for offices, sports, cultural and health facilities, schools, hotels, shops and logistics and target sustainability aspects. CertiVÉA is accredited by COFRAC, the *Comité Français d’Accréditation* (the French accreditation committee).

**Chancery** – a building or premises that are owned or leased by the Government of Canada for the purposes of an embassy, a high commission, a delegation, a consulate-general or consulate.

**Change Management** – term encompassing all approaches and practices for preparing and supporting change.

**Chart of Accounts (COA)** - provides a listing of unique records for each type of asset, liability, equity, revenue and expense.

**Classified Assets** (biens classifiés) – assets of all types, the compromise of which is reasonably expected to cause injury to the national interest of Canada.

**Classified Information** (renseignements classifiés) – information of all types,, the compromise of which is reasonably expected to cause injury to the national interest of Canada.

**Closed Circuit Television Camera (CCTV)** – TV system in which signals are not publicly distributed, but are monitored primarily for surveillance and security reasons.

**Co-locator** – any department of the Government of Canada or another entity of the federal or of a provincial government, other than GAC, that occupies space within the Mission, usually subject to a Memorandum of Understanding.

**Commissioning** - a set of processes, set out in section [4.4] of the Statement of Work, used to verify and deliver a facility that operates, as it was intended and meets the needs of the building owner and occupiers. A good commissioning program protects asset integrity and provides training to operators of the facility.

**Completion Date** – the date of completion of all the Work to be performed under the Contract.

**Completion Period** – the period beginning 12 months before the Operational Completion Date and ending on the Operational Completion Date.

**Comprehensive Technical Assessment** – a rigorous assessment, conducted by GAC, to ensure conformity of the Contractor’s implemented services in accordance with the SOW and Performance Measurement Framework.

**Computer-Aided Design and Drafting (CADD)** - a combination of hardware and software with additional features that enables engineers and architects to design systems and insert size annotations and other notes into a design.

**Computer Aided Facility Management (CAFM)** – the support of facility management by information technology. The supply of information about the facilities is the center of attention. The tools can come from various software, applications or systems.

**Computerized Maintenance Management System (CMMS)** - software system that maintains a computer database of information related to maintenance operations. It is used to tag and define equipment identification, record, manage and track equipment maintenance activities, and schedule maintenance programs and cycles.

**Contaminated Site** - a site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations.

**Contract Authority (CA)** – the Department of Public Works and Government Services Canada (PWGSC) official who has authority to sign Amendments on behalf of Canada and to ensure that the terms and conditions reflect those approved by Canada. Any changes to this Contract must be authorized, in writing, by the Contracting Authority.

**Constructor** – as defined under (Section 2.8), also known as “prime contractor. The Constructor is the party having overall responsibility and control of a given building or site under certain circumstances defined by law.

**Consumer Price Index (CPI)** – refers to the percentage rise in the cost of living based on the assessed increase in the cost of a basket of goods and services on an annual basis in the country of occurrence.

**Cost Centre** - an IMS object that represents a logical or physical location where costs are accumulated, i.e. a section or an area of responsibility.

**Crown Owned** - real property owned by Canada (also known as Her Majesty the Queen in right of Canada).

**Current Value** - representative of value in use to the owner of the building or site currently in use.

**Custodian** – the Minister of the Canadian federal government who has the administration of an immovable or of real property under the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50 (as amended).

**Data** – facts, figures, specifics and statistics collected while delivering the Work.

**Data Backup System** – provides the ability to copy or archive files, folders and information for the purpose of being able to retrieve them at any time.

**Departmental Security Officer (DSO)** – Canada’s official point of contact who is ultimately responsible for all security matters in relation to GAC, the buildings and the Contract.

**Depreciation** - the continual reduction book value fo fixed assets (including their capital improvements) arising from normal wear and tear that cannot be prevented by maintenance practices and, in some cases, from anticipated obsolescence.

**Embassy or, in Commonwealth countries, High Commission** - the accredited diplomatic representation of Canada to another sovereign state..

**Environmental Assessment (EA)** – assessment of the environmental consequences (positive and negative) of a project, as required by the *Canadian Environmental Protection Act, 2012*, S.C. 2012, c. 19, s. 52 (as amended) An EA must be performed before a decision is made to move forward with a project.

**Environmental Management Plan** – GAC management tool used to capture environmental and energy-related data in relation to the daily activities of Canada’s diplomatic and consular Missions. Used to report on specific environmental items listed in GAC Agenda 2000, and is a general reporting mechanism to identify funding requirements for implementation of projects.

**Energy Management System (EnMS)** - a system of tools used to monitor, control, and optimize the performance of equipment and buildings. It provides a framework for facilities to manage on-going energy use as well as identify opportunities to adopt energy-saving technologies, including those that do not necessarily require capital investment.

**Environmental Site Investigations** – a report that identifies potential or existing environmental contamination liabilities for both the buildings and the underlying lands.

**Estimate** – an approximate calculation of value.

**Fiscal Year** – the period starting on April 1 of one year and ending on March 31 of the following year.

**General Ledger (GL)** – list of financial codes which identify the accounts relating to Canada’s assets, liabilities, revenue, and expenses. Sample General Ledger codes include:

- 0403 - Property Professional Services
- 0500 – Rent, Land and Build
- 0800 – Capital
- 0600 – Repair & Maintenance
- 0900 – Machinery, Equipment and Tools

**Global Affairs Canada (GAC)** – means the Department of Foreign Affairs, Trade and Development of Canada. The Minister of Foreign Affairs, who presides over the department, is the Custodian for all federal real property and immovables in support of diplomatic and consular purposes outside Canada.

**Green procurement** - the integration of environmental considerations, along with quality, performance, price and availability into the procurement process, from planning to final disposal.

**Head of Mission** – as defined in section 15 of the Canadian *Department of Foreign Affairs, Trade and Development Act*, S.C. 2013, c. 33, s. 174 (as amended):

- (a) an ambassador, high commissioner or consul-general of Canada; or
- (b) any other person that is appointed to represent Canada in another country or a portion of another country or at an international organization or diplomatic conference and that is designated head of mission by the Governor in Council.

**Heating, Ventilation and Air Conditioning (HVAC)** – the technology of indoor and vehicular environmental comfort. Its goal is to provide thermal comfort and acceptable indoor air quality.

**Holdback** - an amount withheld on any payment by Canada to the Contractor under the Contract, to ensure the performance of the Contract and to avoid overpayments in relation to progress of Work.

**IM/IT** – Information management and information technology.

**Initiation Period** – the period between Contract Award Date and the Operational Start Date indicating completion of the transition deliverables.

**Including** – introduces a non-exclusive (non-exhaustive) list.

**Indoor Air Quality (IAQ)** – refers to the air quality in and around a building.

**Integrated Management System (IMS)** – GAC’s name for the SAP R3 software used for financial and materiel management.

**Integrated Pest Management** – broad-based approach that integrates practices (including raising awareness of Occupants) for the control and elimination of pests.

**International Organization for Standardization (ISO)** - an independent, non-governmental international organization who develops world-class specifications for products, services and systems, to ensure quality, safety and efficiency.

**Intellectual property** – see SACC Manual..

**Investment Analysis Report (IAR)** – a business case prepared to compare options and to make a best value recommendation.

**Invoice** – a billing document setting out the details of goods sold or services rendered including quantity, price and terms of payment. Any invoice submitted for payment by the Contractor to Canada must meet the requirements of the Contract.

**Key Performance Indicator (KPI)** - a grouping of measurable values that demonstrates how effectively the Contractor is achieving Canada’s key business objectives. See Annex A/A2.

**Leadership in Energy and Environmental Design (LEED)** – a Green Building Rating System™ which is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings.

**Legislated Maintenance** – also known as “Mandated Maintenance”, comprises those inspections and maintenance that are required by law. Legislated Maintenance is generally applicable to those building components and systems that directly contribute to the safety, security and health of the Occupants.

**Life-Cycle or Life-Cycle** (*in adjectival use*) - the period of time between the initial conceptual design through detailed design, construction, operation, maintenance, renewal and ultimate replacement of an asset.

**Life-Cycle Management** - means an effective and efficient management system that requires the disciplined management of assets through all phases of its life. The life-cycle phases normally include: assessing and planning requirements; acquiring; operating, using and maintaining; and disposing and replacing.

**M and M<sup>2</sup>** – metre(s) and square metre(s).

**Major Project Delivery Process (MPDP)** – a detailed and rigorous project delivery system which defines the processes for approval, implementation and commissioning of real property projects outside of Canada.

**Memorandum of Understanding (MOU)** - a formal agreement between GAC and a Co-locator, which outlines the provision and utilization of accommodation and services to be provided to the Co-locator in a Chancery.

**Minor non-conformance** - observations which need be addressed but do not immediately affect or impair the process or service delivery and are not in contravention of any environmental, health or safety legislation or procedures. For example:

- do not adversely impact Occupants;
- do not contravene mandatory requirements;
- are not part of a reoccurring problem; and

- are not part of an accumulation of observed deficiencies that collectively could be an indicator of a more serious problem.

**Minor Projects** – projects valued between €5,000 and €250,000. See Section 4 in Statement of Work.

**Minor Works** – work valued under €5,000. See Section 3 in Statement of Work.

**Mission** - describes a Canadian Embassy, a High Commission, a Delegation, a Consulate-General, a Consulate, or equivalent office that performs diplomatic or consular functions. The real property holdings within a Mission are separately described by terms such as Chancery, Official Residence and Staff Quarter.

**Management and Consular Officer (MCO)** – the MCO is the person entrusted with the powers, duties and functions to administer a Mission, and who is responsible for provision of consular services to Canadians, all under the control and supervision of the Head of Mission.

**Mission Property Management Plan (MPMP)** – a planning tool used by Missions and updated annually to set out and broadly forecast their property needs into the future with a focus on housing and related requirements.

**National Joint Council (NJC)** - the "Forum of Choice" for co-development, consultation and information sharing between the Canadian government (as employer) and public service bargaining agents.

**Occupants** – people present in a federal building, whether leased or owned.

**Occupational Health and Safety (OH&S)** – commonly referred to as occupational health and safety (OHS), occupational health, or workplace health and safety (WHS), it is a multidisciplinary field concerned with the safety, health, and welfare of people at work.

**Official Residence** – Crown-owned or leased accommodation for the Head of Mission (HOM).

**Operations and Maintenance (O&M)** – maintenance and repair of real property including operating or maintaining the equipment and buildings, cleaning, utilities (electricity, heating, water treatment, water, sewage), elevator maintenance, snow removal, grounds maintenance and minor repairs.

**Operations and Maintenance Costs** – also known as “Operating Costs” are the costs associated with providing building operations and maintenance services. It includes, but is not limited to, expenses for direct salary costs of building-dedicated employees, service contracts, utilities and Minor Works.

**Optional Services** – those additional services for which Canada may seek an Amendment with the Contractor.

**Operational Start Date** - the identified date when the Contractor completes the transition to full operations and begins to provide Property & Facility Management and Minor Project Delivery Services, as well as Optional Services, as exercised by Canada.

**Performance Indicator (PI)** – further defined measurable values (included under Key Performance Indicators) that demonstrates how effectively the Contractor is achieving Canada’s key business objectives. See Annex A/A2.

**Performance Measurement Framework** – defines the objectives and methodology used to measure performance of Work under this Contract. Includes Performance Indicators, ranges and scoring equations, which are established by GAC for the minimums, baselines and benchmarks of each indicator.

**Personal Protective Clothing (PPE)** – refers to protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer’s body from injury or infection.

**Personnel Security Clearance** - the screening of persons who are likely to have access, on a need-to-know basis, to classified information or assets, or to controlled areas, in order to provide a clearance.

**Portfolio** – groupings of buildings, organized in various ways for management purposes, including groupings by geography, by ownership (Crown-owned or leased) and by Use.

**PRINCE2** - a standard structured project management method developed and used by the UK government that is widely recognized and used in the private sector internationally. It comprises a certification program for practitioners in the methodology, who become accredited after receiving training.

**Project Management Body of Knowledge (PMBOK)** – standard related to processes, best practices, terminologies, and guidelines that are accepted as standard and optimal within the project management industry in Canada and other countries.

**Project Management Institute (PMI)** - a US non-profit professional organization for project management.

**Property and Facility Management** - the process by which an owner or other party (e.g., the Contractor) maintains and creates value in real property consistent with the owner’s objectives. Utilizes the balance of tenant/owner relations, financial budgeting/expense control and risk management. Includes operation and management of building structures and systems, project management, building inspections, service contract management, utilities management, building life safety, service call management, etc.

**Project Management Services (PMS)** – See sections 2 and 4 of the Statement of Work.

**Project Plan** – a listing of proposed projects (repair and capital) over €5,000 for the upcoming year(s).

**Project Priority Classification** – see section. 4.2 of the Statement of Work.

**Property Condition Assessment (PCA)** - is an annual visual assessment, typically done by the facility manager, of the overall building, equipment and activities used in projecting operating and project requirements for future years.

**Property and Facility Management Services (PFMS)** – see Sections 2 and 3 of the Statement of Work.

**Protected Information** - information related to other than the national interest, the compromise of which would reasonably be expected to cause injury to a non-national interest.

**PSPC** – Public Services and Procurement Canada, the applied name for the Department of Public Works and Government Services Canada, a.k.a. PWGSC).

**Standard Operating Procedures (SOPs)** – a set of step-by-step instructions compiled to help carry out routine operations.

**Quality Management System (QMS)** – a system to provide assurance of effective quality control for specific product or service. The QMS involves verification, audits and the evaluation of the quality factors that affect the specification, production, inspection and distribution.

**Quality Monitoring** – the quality-related service administration role, including various activities performed by or on behalf of Canada to assess the Contractor’s conformance with technical requirements, verification of the Contractor’s performance and deliverables, and oversight of the Contractor’s Quality Management System (QMS) outputs.

**Request for Proposal (RFP)** - a form of bid solicitation used where the selection of a supplier cannot be made solely on the basis of the lowest price. Used to procure the most cost-effective solution based upon evaluation criteria identified in the RFP.

**Risk Management** - the selection and implementation of a strategy of control of risk, followed by monitoring and evaluation of the effectiveness of that strategy; it may include direct remedial actions or other strategies that reduce the probability, intensity, frequency, or duration of the risk exposure.

**Service Desk** – See section 3.4 of the SOW.

**Statement of Work (SOW)** – See Appendix A. The document which defines specific activities, deliverables and timelines for the Contractor.

**Staff Quarters** – Crown-owned or Crown-leased accommodation used to house Canadian-Based Staff (CBS) employees who are posted abroad, and their families.. Also referred to as “premises housing diplomats”.

**Subcontractor** - one who contracts with the Contractor to undertake a portion of the Work required to be performed by the Contractor, and includes a contract between a subcontractor and another party to perform a portion of the Work..

**Task Authorization (TA)** – a document whereby Canada authorizes a contractor to perform certain Work on an "as and when requested" basis, in accordance with the conditions of the Contract. TAs are not individual contracts.

**Technical and Expenditure Authority (Tech & EA)** - the GAC official who is responsible for providing information, guidance and advice on the technical aspects of a Contract, as well as for approving financial commitments over an identified threshold.

**Threat and Risk Assessment** – process used to evaluate any potential risks to the asset.

**Transition** – the Work required to transition to full operations during the Contract Initiation Period.

**Transition Period** – time from Award Date until Operational Start-Date.

**Term** - the period of time during which the Contract is in force, including all extensions.

**Work** - means anything that the Contractor must perform or supply under the Contract, as set out in the Statement of Work.

**Work Order** – a task that can be assigned to an individual or subcontractor. Used in tracking maintenance activities and service desk inquiries.

**Workplace** – the workplace as defined in the *Canada Labour Code*, R.S.C. 1985, C. L-2 (CLC), Part II.

**Workplace Hazardous Materials Information System (WHMIS)** – guidelines for providing information on the safe use of hazardous materials used in Canadian workspaces. Provides guidance on product labels, material safety data sheets (MSDS), and worker education programs.

**Workplace Health and Safety Committee** – a joint committee composed of worker and employer representatives responsible for developing, investigating and carrying out measures to support the health, safety and well-being of the employees, set up pursuant to the *Canada Labour Code*, R.S.C. 1985, C. L-2, Part II.

## **Appendix B – Technical Evaluation Criteria**

### **1.0 Mandatory Technical Criteria (MT)**

The bid must meet the Mandatory Technical Criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#### **MT1 - PFMS Experience**

The Bidder must possess five (5) years of experience in providing services of similar size and scope related to property and facilities management as identified in Appendix A - Statement of Work for office space totalling at least 25,000 square meters.

The provision of these services must have been continuous for at least a 36 month period within the last five (5) year period.

The Bidder must demonstrate its experience by providing the following:

- description of the portfolio(s) under management;
- description of the services provided, demonstrating how these are of similar scope to the Property and Facility Management Services described in this Solicitation ;
- total square metres of office space;
- period of time under management (start and finish dates); and
- client business name and reference contact.

#### **MT2 - PDS Experience**

The bidder must have provided services of a similar scope to the Minor Project Delivery Services described in this Solicitation related to office space. The bidder must have delivered project(s) where:

- the combined value of Work is at least €350,000 within a single consecutive 12 month period within the past three (3) years.

The Bidder must demonstrate its experience by providing the following for this mandatory:

- description of 5 (five) sample projects under management, with at least one (1) of the projects valued at a minimum of €250,000;
- description of how the project(s) are of similar scope to the Project Delivery Services described in the solicitation
- start and finish dates;
- value of the Work completed in the 12 month period; and
- client business name and reference contact.

## Overview of Rated Evaluation

The Bidder’s proposal will be evaluated on two categories: Technical and Financial (Appendix F – Pricing Schedule). Each of these categories is broken down into sub-categories.

The evaluation criteria highlight what will be assessed in each bid. Bid submission requirements provide a framework and instructions for formulating a response to the evaluation criteria. The rating scales provide the numerical-based scoring grid to be used in the assessment.

Bids will be assessed in accordance with the evaluation criteria. Evaluation will be conducted using a consensus-based approach.

### 2.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately. Bids that do not obtain a minimum of 60% in each related category or attain a minimum of 75% overall of the available points will be given no further consideration.

Bids that obtain the overall minimum of 75% of the available points will proceed to the evaluation of their Fees.

Table 1			
#	Point Rated Technical Criteria	Minimum Number of Points Required Per Criteria	Maximum Number of Points per Criteria
RT1	Organization and Management	18	30
RT2	Information Management and Reporting	6	10
RT3	Expenditure and Subcontract Management	6	10
RT4	Occupational Health and Safety	9	15
RT5	Quality Control Program	12	20
RT6	Transition Management	9	15
RT7	Code Integration	6	10
Overall Maximum Points Available			<b>110</b>
Overall Minimum Points Required			<b>82.5</b>

<b>Rating Table</b>	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient.
50%	<p>The response is <u>lacking</u> information or some elements are poorly described leading to projected failure.</p> <p>The Bidder shows an understanding of the requirements but the response does not clearly identify the integration or coordination of activities to achieve a successful implementation.</p>
75%	<p>The response includes <u>sufficient</u> information required for meeting the established minimum and demonstrates a better understanding of the requirements and Canada objectives.</p> <p>The strategies identified outline the integration or coordination of activities to a successful implementation.</p>
100%	<p>The response includes <u>all</u> information required for meeting the established minimum and demonstrates an excellent understanding of the requirements and Canada objectives.</p> <p>The strategies offered are clear, comprehensive and directly related to the goals of the SOW. The response includes innovation or additional approaches to achieve continuous improvement over the term of the Contract.</p>
This Rating Table applies to all Point Rated Technical Criteria.	

**Point Rated Technical Criteria (RT)**

#	Bid Preparation Instructions	Weighting
The Bidder should describe its approach to include at minimum the following:		
<b>RT1 – Organization and Management (30 points)</b>		
RT1	<p><b>Bidder Organization and Description</b></p> <p>Describe its corporate and operational structure proposed to deliver all elements of Appendix A, SOW and explain how it will be effective.</p> <ul style="list-style-type: none"> <li>▪ identify the various positions proposed for its organization including type and quantity;</li> <li>▪ provide a description of the functions of the positions;</li> <li>▪ indicate which services will be delivered through the use of internal resources and which will be delivered through subcontractors and</li> <li>▪ provide an organization chart(s).</li> </ul>	Up to 12 points
	<p><b>Organizational Core Competencies</b></p> <p>Describe experience in successfully employing and maintaining corporate specialists in the key disciplines below for the delivery of services similar to those outlined in the Statement of Work:</p> <ul style="list-style-type: none"> <li>▪ Property management;</li> <li>▪ Project management;</li> <li>▪ Facilities management;</li> <li>▪ Quality management;</li> <li>▪ Subcontracting and procurement;</li> <li>▪ Occupational health and safety;</li> <li>▪ Environmental; and</li> <li>▪ IM/IT.</li> </ul>	Up to 12 points
	<p><b>Event Support</b></p> <p>The Paris Embassy and Canadian Cultural Centre represent Canada to the world and are visited by many people throughout the year (including evenings and weekends) with exhibits changing throughout the year.</p> <p>Describe how it proposes to meet this important requirement for onsite support for such services and how it will address scheduling and special needs.</p>	Up to 2 points
	<p><b>Human Resource Management</b></p> <p>Describe its experience in adopting and implementing professional standards for education, professional qualifications, skills, and experience for property and facility managers, building engineers and project managers including:</p> <ul style="list-style-type: none"> <li>▪ Strategy for managing personnel performance (e.g. absenteeism, performance issues,) including disciplinary policy and ensuring timely replacement of personnel</li> </ul>	Up to 4 points

#	Bid Preparation Instructions	Weighting
	<p>as appropriate.</p> <ul style="list-style-type: none"> <li>▪ Strategy for scheduling the work of resources (e.g. technicians, supervisor, etc.) and their training in methods and procedures.</li> <li>▪ Capacity to provide additional (on-call) personnel for as and when requested services including periodicals and events.</li> </ul>	
<b>RT2 – Information Management and Reporting (10 points)</b>		
RT2	<p><b>Information Management and Reporting</b></p> <p>Describe how it will meet this Solicitation’s requirements for information management, and the associated tracking and reporting to Canada including:</p> <ul style="list-style-type: none"> <li>▪ The existing process and approach to meeting customer reporting and data needs including frequency, information description, reporting format and media.</li> <li>▪ Key business application systems used and process to ensure accuracy and data quality.</li> <li>▪ Existing business relationships with service providers if a third party is contracted to provide IM/IT services.</li> <li>▪ Description of information management, tracking and reporting including data and information provided by the Bidder for verification and audit purposes.</li> <li>▪ Existing change management procedures, problem management procedures, back-up and restore procedures, disaster recovery procedures and information security and confidentiality procedures.</li> <li>▪ Should the proposed approach include providing access, for Canada, to these systems, the Service Provider should describe the proposed systems, the access approach and the training required by Canada to access the systems.</li> </ul>	Up to 10 points
<b>RT3 Expenditure and Subcontractor Management (10 points)</b>		
RT3	<p><b>Expenditure Management</b></p> <p>Describe how it will meet this Solicitation’s requirements for budgeting, expenditure management, and the associated tracking and reporting to Canada.</p> <p>Describe how it will produce cost elements for verification and audit purposes. The Bidder should reference its cost accounting practices in its response.</p>	Up to 5 points
	<p><b>Subcontractor Management</b></p> <p>Describe how it has a competitive subcontracting process and a pre-qualification process, reflecting best industry practises.</p> <p>Describe how it plans on managing subcontractors when they are in the buildings (including those who only work for short durations).</p>	Up to 5 points

<b>RT4 - Occupational Health and Safety (15 points)</b>		
RT4	Provide a detailed description of its Occupational Health and Safety Program. Outline associated policies, procedures and work instructions including training and monitoring of staff performance necessary to maintain a healthy and safe working environment.	Up to 5 points
	Provide details on adherence to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and France codes and/or prescribed by relevant authorities.	Up to 5 points
	Provide details on its approach to exercise overall control and responsibility for the workplace with respect to occupational health and safety matters in relation to all Work being carried out in the workplace, including any projects not managed by Bidder.	Up to 5 points
<b>RT5 - Quality Control Program (20 points)</b>		
RT5	Describe how it proposes to provide quality management services as it relates to all SOW services including: <ul style="list-style-type: none"> <li>▪ Reference its current QM policy, associated processes, and its quality control measures.</li> <li>▪ Explain why that system was chosen (e.g. ISO9001, ISO14000, continuous improvement, etc.).</li> </ul>	Up to 5 points
	<ul style="list-style-type: none"> <li>▪ Describe the purpose and scope of its Quality Control Program including quality standards and guidelines for staff and inspection and reporting procedures.</li> </ul>	Up to 10 points
	<ul style="list-style-type: none"> <li>▪ Describe the process the Bidder uses to identify and act upon non-conformance and to implement corrective action.</li> </ul>	Up to 5 points
<b>RT6 – Transition Plan (15 points)</b>		
RT6	Describe the steps involved to ensure the requirements in Appendix A can be met upon the Contract start date including: <ul style="list-style-type: none"> <li>▪ A description of the proposed start-up plan, including developing a communications strategy, staffing plans, IM/IT and subcontracting plans, a network of key contacts /stakeholders and risks and mitigation.</li> <li>▪ Plans are to include key activities and completion dates for meeting the requirements set out in the Statement of Work.</li> <li>▪ Describe how this will be effective and ensure uninterrupted services to Canada, its Occupants and the general public.</li> </ul>	Up to 12 points

	Provide a project management plan for the Contract Completion portion of this solicitation and describe how it will be effective.	Up to 3 points
<b>RT7 – Code Integration (10 points)</b>		
RT7	<p><i>It is a Canada policy requirement that maintenance procedures undertaken at missions abroad must be performed in accordance with the Canadian national codes and standards or to the local or international standards, whichever is most stringent. This policy is not to be interpreted as permitting practices that are specifically prohibited by local legislation.</i></p> <p>Describe its approach in determining and implementing the more-stringent applicable code(s) for all services within the Statement Of Work including:</p> <ul style="list-style-type: none"> <li>▪ The analysis to determine which code is the most-stringent (s) and how it will be applied during the operational start-up at Contract award and throughout the Contract term.</li> <li>▪ Outline previous experience conforming to Canadian Code or multiple legislative requirements and any building code conflicts related to other authorities.</li> </ul>	Up to 10 points



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Paris #122113 - 2017

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
GAC		Canadian Embassy in Paris
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 Property & Facility Management Services (SOW attached)		
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 / Non <input type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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? (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)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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 type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / 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 / Non <input type="checkbox"/> Yes / 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		
Canada <input 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 type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat Paris #122113 - 2017
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

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?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

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?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

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"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: Mission Reliability Status

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?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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?  No / Non  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?  No / Non  Yes / Oui

**PRODUCTION**

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?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

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?  No / Non  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?  No / Non  Yes / Oui



**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	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	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).

## APPENDIX D

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – 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 permanent full-time and/or permanent part-time employees.

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 ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-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 E**

## **Bid Evaluation**

### **Evaluation Process**

The evaluation consists of an assessment of mandatory requirements and point rated criterion by Canada in a five-stage evaluation process as outlined herein.

### **Rated Requirements**

Rated information will be scored as detailed herein.

It is understood and accepted by any Bidder submitting a proposal that all decisions as to the degree to which a proposal meets the point rated requirements of this Request for Proposals is to be determined solely by the evaluation team.

### **Steps in the Evaluation Process**

#### **Step 1 – Mandatory Requirements**

The evaluation team will review each bid to ensure that Bidders are compliant with all the mandatory requirements.

#### **Step 2 – Technical Evaluation**

The evaluation team will assess the Technical rated requirements. The rated requirements and the evaluation scoring are detailed herein. Each bid must receive a minimum score of 60% for each of the rated criteria (RT-1 through RT-6) and a combined overall score of 75% to be considered responsive. These overall ratings will be used to rank the Bidders. Non-responsive bids will receive no further consideration.

#### **Step 3 – Evaluation of Financial - Fees**

Financial - Fees for Property and Facility Management Services, Minor Project Delivery Services and Optional Services will be opened only after steps one and two are complete. The Fees will then be evaluated. For non-responsive bids, the Fees will not be evaluated.

#### **Step 4 - Evaluation Report and Ranking of Bidders**

A final evaluation report will be produced for each Bidder. The overall scores from these reports will be used to rank the responsive Bidders. An assessment of the financial capability of the top-ranked Bidder, to enter into Contract may be conducted.

#### **Step 5 - Contract Award**

The award of a Contract requires appropriate government approval. Following this approval, the successful Bidder will receive a Contract award notification from the Contracting Authority entering into Contract with the successful Bidder.

Those Bidders who are unsuccessful will be advised in writing by the Contracting Authority.

## Appendix F

### Pricing Schedule and Management Fee Structure

The volumetric (estimated usage) data is provided in good faith however, is not necessarily reflective of the operational and occupancies levels.

Bidders shall submit all pricing details in Appendix H – Financial Bid Submission and must quote fees in Euros (€) or Percentage (%) as indicated below.

#### **Section 1: Fixed Management Fee - Property and Facility Management Services (PFMS)**

- 1.1 The Fixed Management Fee for Property and Facility Management Services Fee (PFMS) must be firm and all-inclusive expressed in Euros (€). The expenses, material, equipment and services included in the Fixed Management Fee will not be permitted as direct charges to Canada under any other method.
- 1.2 The Bidder must provide a detailed PFMS calculation breakdown to include:
  - a) The salary or wages for non-building operational staff (i.e. administration, management and corporate specialists), payroll taxes, fringe benefits, general and administrative expenses, applicable, workers' compensation or any other benefits paid or granted by the Contractor to any employee.
  - b) Costs related to human resource functions for all staff (including building-dedicated resources) such as; recruitment, hiring, uniforms (other than those covered under 1.3), footwear, tools and Personal Protective Equipment (PPE),
  - c) Initial orientation and ongoing training expenses for Contractor's employees and subcontractors;
  - d) Costs related to Licenses, dues, memberships, professional fees and subscriptions;
  - e) All overhead expenses normally incurred in providing the services (*unless specifically identified in writing by the Project Authority*) such as: office space and furnishings, work estimates, photocopying, courier, cell phones, computers, voice/data, land-line telephone charges and local travel are to be included in the fee and will not be permitted as direct charges;
  - f) Any mechanical, management or cleaner space (*unless specifically identified in writing by the Project Authority*);
  - g) Any costs for general accounting or reporting work required to account for the management of the building and the handling and disbursement of funds including statements and computer costs;
  - h) Any internal requirements used in the performance of the Work by the Contractor under this Agreement (such as: Service Desk, IM/IT costs, including hardware, software, firmware and related costs including licenses etc.);
  - i) Any costs for forms, papers, ledgers, other supplies and equipment, electronic data processing services or equipment used in the performance of the Work by the Contractor under this Agreement;
  - j) Costs related to legal services, resolving disputes with Canada or third parties;
  - k) Losses or expenses arising from negligent acts or omissions, or willful misconduct or fraud on the part of the Contractor or the Contractor's Workers, agents or Subcontractors;
  - l) Costs for all insurance policies including employee dishonesty insurance (or a fidelity bond) purchased by Contractor for its own account;
  - m) Employment fees, unless specifically approved in writing by the Project Authority; and
  - n) All profit and overhead.
- 1.3 The Bidder may include a one-time charge for all associated transition costs (excluding labour requirements identified in SOW 8.1.1). The costs for such activities must be identified in the overall Management Fee breakdown, be supported with documentation, apply only during the initial Transition Phase (prior to building occupancy) and must be approved by the Project Authority. These costs shall be limited to:
  - a) recruiting building-dedicated staff; and
  - b) initial purchase of uniforms for building-dedicated staff.

## **Section 2      Minor Works Services Fee (MWS)**

- 2.1 The Estimated Minor Works Services budget for the first year of the Contract is €150,000. All work will be done through the Task Authorization Process and tracked individually.
- 2.2 The Minor Works Fee, expressed as a percentage (%), will apply to Minor Works (corrective maintenance, repairs or minor operational supplies or consumables) < €5,000.
- 2.3 This percentage fee will be applied only to the allowable Construction and Design costs and excludes Contractor labour (paid without mark-up) and applicable taxes. All other internal costs are to be included in the Fee.

## **Section 3      Minor Project Management Services Fee (PMS)**

- 3.1 The Contractor is required to project deliver services in accordance with Appendix A - Statement of Work as described under Section 4 - Project Management Services;
- 3.2 The Estimated Minor Project Management Services budget for the first year of the Contract is €200,000. All work will be done through the Task Authorization Process and tracked individually.
  - a) The Project Management Services Fee will apply to Minor Projects between €5,000 and €249,999 ;
  - b) This fee is a percentage (%) that will be applied to the allowable Construction and Design pass-through costs and excludes Contractor labour costs and applicable taxes. All other costs are to be included in the Bidder's Project Management Services Fee;
  - c) The successful Contractor will be required to reconcile their labour component with the non-utilized estimated labour hours being reimbursed to Canada; and
  - d) The Project Management Services Fee will be converted to a fixed amount for each project, based on the Class "A" estimate (projects over €13,000) for the allowable construction and design pass-through costs. Canada will adjust the fixed amount fee proportionally downward if the tendered amount is less than 90% of the Class "A" estimate. If Canada requests a change order increasing or decreasing the scope of the project, the fee will be adjusted proportionally in relation to the increase or decrease in the projects allowable Construction and Design pass-through costs.

## Section 4: Operating & Maintenance Budgets

- 4.1 The operating baseline for Property and Facility Management Services includes only pass-through costs **without mark-up**. The baseline includes, but is not limited to, service contracts, legislated maintenance and inspections, cleaning, utilities and dedicated building resources (Property Manager, Technicians, etc. at the burdened rate – see Appendix H, Table 3).
- 4.2 The estimated Operating & Maintenance (O&M) budget (excluding building - dedicated labour) for the first year (12 months) is €543,500 excluding taxes. The annual O&M budget is based on the forecast of disbursements for the upcoming year and excludes management fees. The O&M budget and performance indicator baselines may be adjusted as a result of significant substantiated changes in:
  - the use, dimensions or occupancy rates and schedules of buildings;
  - building systems and equipment;
  - laws, codes or regulations impacting the Statement of Work; and
  - planned Work as a result of emergencies, or other factors.
- 4.3 The Contractor is required to deliver services in accordance with the Statement of Work within the agreed-upon O&M budget. The Contractor is required to meet individual financial performance indicators related to budget establishment, management and variance reporting, as set out in the Statement of Work. The Contractor will be required to reconcile their labour component on an basis with the non-utilized estimated labour hours being reimbursed to Canada.

## Section 5: Example Milestone Payments and Summary

For Illustration Purposes Only

Month	O&M Pass-Through Costs	% of Annual O&M Total	Annual Management Fee	% of Annual Mgt. Fee Total	Hold Back Portion of Mgt. Fee	Hold Back Portion of Mgt. Fee	Total Monthly Payments
April	16,305 €	3.00%	10,000 €	8.33%	15 %	-1,500 €	24,805 €
May	16,305 €	3.00%	10,000 €	8.33%	15 %	-1,500 €	24,805 €
June	27,175 €	5.00%	10,000 €	8.33%	15 %	-1,500 €	35,675 €
July	27,175 €	5.00%	10,000 €	8.33%	15 %	-1,500 €	35,675 €
August	43,480 €	8.00%	10,000 €	8.33%	15 %	-1,500 €	51,980 €
September	43,480 €	8.00%	10,000 €	8.33%	15 %	-1,500 €	51,980 €
October	43,480 €	8.00%	10,000 €	8.33%	15 %	-1,500 €	51,980 €
November	81,525 €	15.00%	10,000 €	8.33%	15 %	-1,500 €	90,025 €
December	54,350 €	10.00%	10,000 €	8.33%	15 %	-1,500 €	62,850 €
January	54,350 €	10.00%	10,000 €	8.33%	15 %	-1,500 €	62,850 €
February	54,350 €	10.00%	10,000 €	8.33%	15 %	-1,500 €	62,850 €
March	81,525 €	15.00%	10,000 €	8.33%	15 %	-1,500 €	90,025 €
TOTAL	543,500 €	100.00%	120,000 €	100 %		-18,000 €	645,500 €

## **APPENDIX G**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

## Appendix H Financial Bid Submission

Bidders are quote fees in Euros (€) or a Percentage (%) as indicated below, Applicable Taxes are extra.

The Bidder is to insert:

1. Firm Fixed Property and Facility Management Services Management Fee of: € \_\_\_\_\_.  
(To be expressed in Euros and inserted in tables 1 below)
2. Firm all-inclusive Minor Works (€5,000) Services Fee \_\_\_\_\_%.  
(To be expressed as a percentage)
3. Firm all-inclusive Minor Project Management (€5,000 - £249,999) Services Fee \_ \_\_\_\_\_%.  
(To be expressed as a percentage)
4. Firm all-inclusive Optional Major Project Management (>€250,000) Services Fee \_\_\_\_\_%.  
(To be expressed as a percentage)



## Bidder O&M Financial Details

The Bidder is to insert its proposed Operations and Maintenance (O&M) Spend along with its proposed PFMS fee in the fixed tables below:

In completing Table 1 the Bidder is to provide a sample 12-month forecast sheet including all related operational costs. This approach will be used to determine the additional marks under the Operational Maintenance Budget Mark (OMB) in Section 4.

The following is for sample purposes only and does not reflect a complete listing of elements (qualifiers).

**Table 1**

	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	Total € Euros	Total \$ Cdh	Comments
Fixed Management Fee													0 €	\$0	
Dedicated Building Labour													0 €	\$0	
Contractor Technical Staff													0 €	\$0	
Contractor Management & Administrative Staff													0 €	\$0	
Building Cleaning (including consumables)													0 €	\$0	
Periodic/Project Cleaning													0 €	\$0	
Waste Removal													0 €	\$0	
Hazardous Waste Removal													0 €	\$0	
Recycling and Shredding													0 €	\$0	
Fumigation services (Pest Control)													0 €	\$0	
Environmental Certification													0 €	\$0	
Elevator - Service Contracts													0 €	\$0	
Elevator - Repairs (Minor Works)													0 €	\$0	
HVAC Service Contracts													0 €	\$0	
HVAC - Repairs (Minor Works)													0 €	\$0	
Electrical													0 €	\$0	
Electrical - Repairs and Parts (Minor Works)													0 €	\$0	
Plumbing Equipment and Fittings (Minor Works)													0 €	\$0	
Misc. Equip. & Tools (Minor Works)													0 €	\$0	
Security - Service and Monitoring													0 €	\$0	
Security Repairs and Parts (Minor Works)													0 €	\$0	
BMS- Service and Monitoring													0 €	\$0	





**Table 2 – Operations and Maintenance Costs (pass-through without mark-up)**

Bidder shall use Table 1 figures to estimate spend for a 12 month period over the next five years (actual calendar months are not relevant for this exercise)

Expenditure Line	2018 - 2019 Estimated Spend	2019 - 2020 Forecast	2020 - 2021 Forecast	2021 - 2022 Planning Year	2022- 2023 Planning Year
Building Dedicated Labour	To be Bid	0 €	0 €	0 €	0 €
Cleaning - routine	210,000 €	0 €	0 €	0 €	0 €
Cleaning - Project	145,000 €	0 €	0 €	0 €	0 €
Waste Removal	12,000 €	0 €	0 €	0 €	0 €
Elevators	15,000 €	0 €	0 €	0 €	0 €
HVAC	58,000 €	0 €	0 €	0 €	0 €
Electrical	4,000 €	0 €	0 €	0 €	0 €
Fire and Life Safety	3,000 €	0 €	0 €	0 €	0 €
Security (CCTV)	4,500 €	0 €	0 €	0 €	0 €
Plumbing	3,000 €	0 €	0 €	0 €	0 €
Electricity	39,000 €	0 €	0 €	0 €	0 €
Water & Sewage	8,000 €	0 €	0 €	0 €	0 €
Heating Plant (chilled and hot water)	42,000 €				
Natural Gas	0 €	0 €	0 €	0 €	0 €
<b>TOTALS - O&amp;M costs only</b>	<b>543,500 €</b>	<b>0 €</b>	<b>0 €</b>	<b>0 €</b>	<b>0 €</b>
All Inclusive Management Fee					
<b>TOTALS - O&amp;M and Fee (BP)</b>					
Minor Works €<5,000	150,000 €	150,000 €	150,000 €	200,000 €	200,000 €
Minor Project Work ≥€5,000	200,000 €	200,000 €	200,000 €	250,000 €	250,000 €
<b>Totals</b>	<b>893,500 €</b>	<b>350,000 €</b>	<b>350,000 €</b>	<b>450,000 €</b>	<b>450,000 €</b>

**Table 3 - Hourly rates**

The Bidder is to provide its hourly rates for the individuals below along with any other individuals it proposes to utilize in performing the work:

Pricing Schedule - Labour Component "Estimates Only" Not for Evaluation				
Direct Expense Service Category (Bidder to identify additional categories, as necessary)	Hourly Rate (in €) Normal Hours	Hourly Rate (in €) <i>Outside</i> Normal Hours	Estimated Hours (Not For Evaluation)	Sub Total in € (Applicable Taxes are extra)
Building Engineer	€ ____/hr	€ ____/hr	100	€ ____
Property Manager				
Senior Project Manager	€ ____/hr	€ ____/hr	100	€ ____
Junior Project Manager	€ ____/hr	€ ____/hr	100	€ ____
Commissioning Resource	€ ____/hr	€ ____/hr	100	€ ____
Handyman	€ ____/hr	€ ____/hr	100	€ ____
Plumber	€ ____/hr	€ ____/hr	100	€ ____
Electrician	€ ____/hr	€ ____/hr	100	€ ____
Cleaner	€ ____/hr	€ ____/hr	100	€ ____
Cleaning Supervisor	€ ____/hr	€ ____/hr	100	€ ____
Porter for Conference and Boardroom (set up, etc.)	€ ____/hr	€ ____/hr	100	€ ____
Other	€ ____/hr	€ ____/hr	100	€ ____

**Table 4 – Project Cleaning**

The Bidder is to provide its Costing for the following cleaning requirements for each building (to be included in Tables 1 and 2 above) :

130 Faubourg Saint-Honoré			
Periodic or Project Cleaning	# Times/Year	Price Per Year	Activity
<b>WINDOWS</b>			
All glazing at building entrance and the ground floor <u>reception</u> areas	12		Wash all exterior windows
Communal areas and all Windows and Secondary Glazing's	2		Wash all exterior windows
Offices	1		Wash all exterior windows
Drapes & Window covering – all types	2		Take down wash, press and re-hang
Window Blinds	6		Dust all blinds
Window Blinds	1		Take down and wash according to Manufacturer's instructions
<b>FLOORING</b>			
Carpets	2		3M Scotch guard or equivalent Protection to all areas
Carpets	2		Clean all carpets and rugs (soil extraction system)
Hard Floors - Vinyl Sheet and Tile,	1		Strip and refinish on a full floor

Rubber Flooring, Etc.			
Hard Floors - Vinyl Sheet and Tile, Rubber Flooring, Etc.	4		Wet or dry scrub and refinish on a full basis
Terrazzo, Marble, Granite, Quarry and ceramic tile	12		Machine scrub all floors
Terrazzo, Marble, Granite, Quarry and ceramic tile	4		Strip and refinish on a full floor.  Appropriate Polishing and crystallizing system to be utilized in compliance with manufacturer's recommendations.
Hardwood/Parquet	4		Clean floors using an appropriate wood cleaner; apply one coat of an approved non-slip wax or manufacturers recommendations.
<b>MISCELLANEOUS</b>			
Washrooms	12		Machine scrub – same as specified in Annex B, except rinse with a germicidal solution.
Fixtures	2		Take down all books on shelves, dust off shelving and replace items.
Furniture	2		Clean all furniture using an approved product (vinyl, leatherette and upholstered furniture) in Representational Areas, offices, boardrooms and waiting areas.

**Table 4A – these figures are stand-alone and NOT to be embedded into Tables 1 and 2**

POECD 15 bis rue de Franqueville, 75116, Paris			
Periodic or Project Cleaning	# Times/Year	Price Per Year	Activity
<b>WINDOWS</b>			
All glazing at building entrance and the ground floor <u>reception</u> areas	12		Wash all exterior windows
Communal areas and all Windows and Secondary Glazing's	2		Wash all exterior windows
Offices	1		Wash all exterior windows
Drapes & Window covering – all types	1		Take down wash, press and re-hang
Window Blinds	6		Dust all blinds
Window Blinds	1		Take down and wash according to Manufacturer's instructions
<b>FLOORING</b>			
Carpets	2		3M Scotch guard or equivalent Protection to all areas
Carpets	2		Clean all carpets and rugs (soil extraction system)
Hard Floors - Vinyl Sheet and Tile, Rubber Flooring, Etc.	1		Strip and refinish on a full floor
Hard Floors - Vinyl Sheet and Tile, Rubber Flooring, Etc.	4		Wet or dry scrub and refinish on a full basis
Terrazzo, Marble, Granite, Quarry and ceramic tile	12		Machine scrub all floors
Terrazzo, Marble, Granite, Quarry and ceramic tile	4		Strip and refinish on a full floor.  Appropriate Polishing and crystallizing system to be utilized in compliance with manufacturer's recommendations.
Hardwood/Parquet	4		Clean floors using an appropriate wood cleaner; apply one coat of an approved non-slip wax or manufacturers recommendations.
<b>MISCELLANEOUS</b>			
Washrooms	12		Machine scrub – same as specified in Annex B, except rinse with a germicidal solution.
Fixtures	2		Take down all books on shelves, dust off shelving and replace items.
Furniture	2		Clean all furniture using an approved product (vinyl, leatherette and upholstered furniture) in Representational Areas, offices, boardrooms and waiting areas.

**Table 5 - Optional Services**

The Bidder is to provide its fee for the identified Optional Services:

Service (as per SOW- Section 5)	Bidder's Fee
5.1 - Relocation Design and Management	As per quoted Firm all-inclusive Minor Project Management Services
5.2 – Major Project Management over €250,000	Bidder to provide Firm all-inclusive Major Project Management Services Fee (expressed as percentage)
5.3 Additional Buildings	The fees would be adjusted on a Prorated basis using the initial Fixed Management Fee at a cost per m2
5.4 Provision of Guard Services	Bidder will provide additional All-Inclusive Services Fee upon request (expressed as a Euro value)

**Table 6 – Milestone Payment Schedule**

The Bidder is to use its First year Estimated O&M costs (tables 1 and 2) to complete this table to ensure that the Milestone Payment process is understood.

Month	O&M Pass-Through Costs	% of Annual O&M Total	Annual Management Fee	% of Annual Mgt. Fee Total	Hold Back Portion of Mgt. Fee	Hold Back Portion of Mgt. Fee	Total Monthly Payments
April	€	%	€	%	15%	€	€
May	€	%	€	%	15%	€	€
June	€	%	€	%	15%	€	€
July	€	%	€	%	15%	€	€
August	€	%	€	%	15%	€	€
September	€	%	€	%	15%	€	€
October	€	%	€	%	15%	€	€
November	€	%	€	%	15%	€	€
December	€	%	€	%	15%	€	€
January	€	%	€	%	15%	€	€
February	€	%	€	%	15%	€	€
March	€	%	€	%	15%	€	€
<b>TOTAL</b>	<b>€</b>	<b>%</b>	<b>€</b>	<b>%</b>		<b>€</b>	<b>€</b>

## APPENDICES

The Bidder is enclosing the following Appendices, properly completed:

- Appendix D - Federal Contractors Program for Employment Equity – Certification

Appendix G - Electronic Payment Instruments

**FORMER PUBLIC SERVANT**

The Bidder is enclosing the Former Public Servants Certification with its bid in accordance with Section 2.3 Former Public Servant.

**INTEGRITY PROVISIONS**

The Bidder is enclosing the required documentation, if applicable, with its bid in accordance with Section 5.1.1 Integrity Provisions – Declaration of convicted offences and Section 5.2.1 Integrity Provisions – Required Documentation.

**SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Task Authorization Autorisation de tâche

**Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization**  
*(Use form DND 626 for contracts for the Department of National Defence)*

**Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche**  
*(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)*

**Contract Number**

Enter the PWGSC contract number.

**Numéro du contrat**

Inscrire le numéro du contrat de TPSGC.

**Contractor's Name and Address**

Enter the applicable information

**Nom et adresse de l'entrepreneur**

Inscrire les informations pertinentes

**Security Requirements**

Enter the applicable requirements

**Exigences relatives à la sécurité**

Inscrire les exigences pertinentes

**Total estimated cost of Task (Applicable taxes extra)**

Enter the amount

**Coût total estimatif de la tâche (Taxes applicables en sus)**

Inscrire le montant

**For revision only**

**Aux fins de révision seulement**

**TA Revision Number**

Enter the revision number to the task, if applicable.

**Numéro de la révision de l'AT**

Inscrire le numéro de révision de la tâche, s'il y a lieu.

**Total Estimated Cost of Task (Applicable taxes extra) before the revision**

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

**Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision**

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

**Increase or Decrease (Applicable taxes extra), as applicable**

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

**Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu**

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

**1. Required Work: Complete sections A, B, C, and D, as required.**

**1. Travaux requis : Remplir les sections A, B, C et D, au besoin.**

**A. Task Description of the Work required:**

Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.

**A. Description de tâche des travaux requis :**

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

---

**B. Basis of Payment:**

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

**C. Cost of Task:****Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

**Option 2:**

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

**D. Method of Payment**

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

**B. Base de paiement :**

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

**C. Coût de la tâche :****Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

**Option 2 :**

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

**D. Méthode de paiement**

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

---

**2. Authorization(s):**

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

**3. Contractor's Signature**

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

**2. Autorisation(s) :**

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat . Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

**3. Signature de l'entrepreneur**

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

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## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

**Start of the Work for a TA : Work cannot commence until a TA 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. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>



Contract Number - Numéro du contrat

**2. Authorization(s) - Autorisation(s)**

**By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.**

**En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.**

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

**La limite d'autorisation du client 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 client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
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

## Appendix J: Insurance Requirements

The Contractor must obtain the following Canadian insurance policies, or out-of-Canada equivalents. In the event the Contractor cannot obtain the below, Canada reserves the right to either negotiate adjustments to these requirements with the Contractor, or not enter into the Contract, or terminate the Contract.

### 1. All-Risk Property Insurance

1.1 The Contractor must obtain all-risks property insurance while Canada's property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than €20,000,000. The Canada's property must be insured on agreed value (appraisal) basis. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Canada's property, and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

1.2 The all-risks Property insurance policy must include the following:

- a. Notice of Cancellation: The insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
- b. Loss Payee: Canada as its interest may appear or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's insurer to waive all rights of subrogation against Canada for any and all loss of or damage to the property however caused.

### 2. Commercial General Liability Insurance

2.1 The Contractor must obtain commercial general liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than €1,000,000 per accident or occurrence and in the annual aggregate.

2.2 The commercial general liability insurance policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by the Minister of Public Works and Government Services or the Minister of Foreign Affairs or one of their representatives.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to bodily injury, the coverage must include violation of privacy, libel and slander (defamation), false arrest, detention or imprisonment, and defamation of character.
- e. Cross-Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, volunteers must be included as additional insured.
- h. Employers' Liability (or confirmation that all employees are covered by worker's compensation (WSIB) or similar program).
- i. Broad-Form Property Damage including Completed Operations: Expands the property damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability: Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional named insured under the insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt, to the following address:

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

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

### **3. Environmental Impairment Liability Insurance**

- 3.1 The Contractor must obtain Type 2: "Contractors Pollution Liability"; Type 3: "Storage Tank Third Party Liability" and Type 4: "Contractors Professional Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this

nature, but for not less than €1,000,000 per accident or occurrence and in the annual aggregate.

3.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3.3 The Type 2: "Contractors Pollution Liability"; Type 3: "Storage Tank Third Party Liability" and Type 4: "Contractors Professional Liability" policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by the Minister of Public Works and Government Services or the Minister of Foreign Affairs or one of their representatives.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: The policy must apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Storage Tank Third-Party Liability: The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.



# CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE

To be completed by the Insurer's authorized representative (Officer, Agent, Broker)  
A être complété par le représentant autorisé de l'assureur (Cadre, Agent, Courtier)

Description and Location of Work – Description et emplacement des travaux  
**Property Management Services, Project Delivery Services and Optional Services**  
 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/State Postal Code – Code postal

Name of Insured (Contractor) – Nom de l'assuré (Entrepreneur)  
 Address (No., Street) – Adresse (N°, rue) City – Ville Province/State Postal Code – Code postal

Additional Insured (all policies) – Assuré additionnel (toutes les polices)  
**Canada, represented by the Minister of Public Works and Government Services, the Minister of Foreign Affairs or the Attorney General of Canada - Le Canada, représenté par le ministre des Travaux publics et Services gouvernementaux Canada ou le ministre des Affaires étrangères**

Additional Insured (Wrap-Up Policy) – Assuré additionnel (Police wrap-up)  
**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 Genre 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 sinistre	Limits of Liability Plafonds de garantie
				€	Compl. Operations Aggregate Global - Risque après travaux €
				€	€
				€	€
				€	€
				€	€

**I certify that the above policies were issued or made by insurers in the course of their insurance business 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 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 (Y - A M D - J)

