



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Facilities Management	
<b>Solicitation No. - N° de l'invitation</b> MA021-200041/A	<b>Date</b> 2020-06-29
<b>Client Reference No. - N° de référence du client</b> MA021-20-0041	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-219-11013	
<b>File No. - N° de dossier</b> HAL-0-85045 (219)	<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 2020-07-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richard, Linda K.	<b>Buyer Id - Id de l'acheteur</b> hal219
<b>Telephone No. - N° de téléphone</b> (902) 402-9059 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A 0B9 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572.

### **1.2 Summary**

- 1.2.1 Marine Atlantic has the requirement for full-range maintenance service at the Marine Atlantic facility located at 65 Memorial Drive in North Sydney, Nova Scotia. This includes the services of a designated full-time on-site facility manager who will work at the MAI Facility during regular working hours (Monday to Friday from 8:00 to 16:30, excluding statutory holidays). This on-site facility manager will oversee all activities, and act as the single point of contact for all administrative, contractual, and coordination matters.

Deliverables also include a range of preventative maintenance activities to be performed by the Facility Manager or by the supplier's other pre-approved personnel or subcontractors.

As well, deliverables include responsive maintenance, as required, to be performed by the Facility Manager or by the supplier's other pre-approved personnel or subcontractors.

The contract is from September 1, 2020 to August 31, 2022 with two option periods; Option Period 1 September 1, 2022 to August 31, 2024; plus Option Period 1 September 1, 2024 to August 31, 2025.

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

1.2.3 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

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

**Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:**

**[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)**

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

Facsimile number: 902-496-5016

## 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: 2019-01](#) 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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

### **3.1 Bid Preparation Instructions**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:



- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

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

#### **3.1.2 SACC Manual Clauses**

SACC Manual Clause C0600T (2014-06-26) Rate Certification Commercial Services

### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

1	Pricing (Basis of Payment Annex B)	Each proposal must include pricing information that complies with the instructions contained in Annex B – Basis of Payment
2	Personnel and Subcontractors (Annex F)	Each proposal must include a completed Annex F (Personnel and Subcontractors) listing all personnel and subcontractors that will be used to supply the Deliverables.
3	Journeyman Certificates	Each proposal must include copies of all required journeyman certificates for all proposed personnel and subcontractors listed in Annex E (Personnel and Subcontractors).

##### 4.1.1.2 Point Rated Technical Criteria

Each proponent must:

- (i) provide a general overview of the proponent's organization including years in business and corporate experience providing deliverables that are the subject of this RFP (minimum of three examples should be provided) (10 Points)
- (ii) provide a detailed description of the experience and qualifications of the Facility Manager and the Back-Up Facility Manager, including specific projects and roles they have been involved in relating to the Deliverables (15 points)
- (iii) provide resumes including description of the responsibilities, knowledge, skills, relevant work experience and any relevant certifications for each person identified in Annex E (10 Points)
- (iv) outline the company's quality management system(s) and submit copies of all applicable company policies (5 points)

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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

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## 4.2 Basis of Selection

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 24 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 40 points

2. Bids not meeting (choose "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40 % for the technical merit and 60 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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## 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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 titled 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.

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

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

*SACC Manual* clause A3005T (2010-08-16) Status and Availability of Resources

#### **5.2.3.2 Rate or Price Certification**

*SACC Manual* clause C0600T (2014-06-26) Rate Certification Commercial Services

#### **5.2.3.3 Education and Experience**

**5.2.3.3.1** *SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience

#### **5.2.3.4 Workers Compensation Certification – Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 15 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - OTHER REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

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## 7.1 Statement of Work

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

### 7.1.1 Task Authorization

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

#### 7.1.1.1 Task Authorization Process

##### **Task Authorization:**

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

##### **Task Authorization Process:**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization" form specified in Annex F .
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 3 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.

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

SACC *Manual* clause B9031C (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

## 7.2 Standard Clauses and Conditions

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

## **7.2.1 General Conditions**

2035 (2020-05-28) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from September 1, 2020 to August 31, 2022.

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional periods: Period 1 for 2 years from September 1, 2022 to August 31, 2024, and Period 2 for 1 year from September 1, 2024 to August 31, 2025 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 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.

## **7.4 Authorities**

### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Linda Richard  
Title: Acting Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, Nova Scotia B3J 1T3  
Telephone: 902-402-9059  
Facsimile: 902-496-5016  
E-mail address: linda.k.richard@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.

## 7.4.2 Project Authority

The Project Authority for the Contract is: TO BE NAMED UPON AWARD OF CONTRACT

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.

## 7.4.3 Contractor's Representative PLEASE COMPLETE

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

## 7.5 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.6 Payment

### 7.6.1 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.



#### **7.6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are Included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the

#### **7.6.3 Monthly Payment**

*SACC Manual* clause H1008C (2008-05-12) Monthly Payment

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

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

- a. Direct Deposit (Domestic and International);

#### **7.6.5 Time Verification**

*SACC Manual* clause C0711C (2008-05-12) Time Verification

#### **7.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

**a. The invoice must be emailed to [invoices@marine-atlantic.ca](mailto:invoices@marine-atlantic.ca).**

## **7.8 Certifications and Additional Information**

### **7.8.1 Compliance**

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

### **7.8.2 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.

## **7.9 Workers' Compensation**

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035 \(2020-05-28\)](#) General Conditions - Higher Complexity - Services);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_, ([insert date of bid](#))

## **7.12 Insurance – Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the

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

## **ANNEX “A”**

### **STATEMENT OF WORK**

#### **A. THE DELIVERABLES**

##### **A1. Summary of Deliverables**

The supplier must provide a full range maintenance service at the Marine Atlantic facility located at 65 Memorial Drive in North Sydney, Nova Scotia (the “MAI Facility”). The Deliverables will include:

- the services of a designated full-time on-site facility manager who will work at the MAI Facility during regular working hours (Monday to Friday from 8:00 to 16:30, excluding statutory holidays), oversee all activities, and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables (the “Facility Manager”);
- a range of preventative maintenance activities to be performed by the Facility Manager or by the supplier's other pre-approved personnel and subcontractors; and
- responsive maintenance, as required, to be performed by the Facility Manager or by the supplier's other pre-approved personnel or subcontractors.

The supplier will be responsible and accountable for all work performed by the Facility Manager, the supplier's other personnel and any subcontractors.

MAI will appoint an individual to act as the MAI point of contact (the “MAI POC”). The supplier shall ensure that the supply of all Deliverables is coordinated with the MAI POC or their designate.

The supplier will conduct all work during regular working hours unless preapproved by the MAI POC to ensure less disruption to the normal operations of the organization.

The supplier's personnel will be required to meet MAIs' security requirements including a Police Criminal Records check.

##### **A2. On-Site Facility Manager**

The supplier must assign a designated full-time on-site facility manager who will work at the MAI Facility during regular working hours (Monday to Friday from 8:00 to 16:30, excluding statutory holidays), oversee all activities, and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables (the “Facility Manager”). The Facility Manager will be responsible for coordinating all work and shall ensure single point accountability for all work performed by the supplier's personnel and subcontractors.

The supplier will designate back-up personnel with equivalent experience and qualifications to fulfil all responsibilities of the Facility Manager in the event that the Facility Manager is unable or unavailable to provide the Deliverables.

The Facility Manager will become familiar with and utilize MAI's internal work order system (currently IFS but will be integrating to SAP) for managing incoming work requests, scheduling preventative maintenance work and addressing corrective work orders required from completing preventative maintenance.

### **A3. Preventative Maintenance**

The supplier is responsible for the performance of all Preventative Maintenance. The Preventative Maintenance will be performed by the Facility Manager or by the supplier's other personnel and subcontractors, as indicated in Appendix F of the supplier's proposal. Any changes to the personnel and subcontractors listed in Appendix F of the supplier's proposal will require pre-approval by MAI. All Preventative Maintenance must be performed during regular working hours 8:00 to 16:30, unless MAI has pre-approved the performance of any Preventative Maintenance outside of those hours. Preventative Maintenance will include all of the following:

#### **1. General Building Maintenance**

- i. Perform all minor exterior/interior building maintenance, as needed.
- ii. Conduct annual roof inspection and prepare a report and list of any recommended repairs.
- iii. Perform annual cleaning of roof gutters and downspouts.

#### **2. Heating Ventilating and Air Conditioning Maintenance**

- i. Will consist of, at a minimum, filter changes, belt changes, equipment lubrication.
- ii. EMCS system to monitor and control the building mechanical systems for space temperature comfort.
- iii. Minimize air quality complaints to the extent that the HVAC equipment and controls will reasonably perform.
- iv. Report any recommendations for major repairs and replacements to motors, controls and associated drive mechanisms.

##### **2.1 Air Handling Units**

The Air Handling Units are York Solution Air Handler model XT1.

##### **2.2 Outdoor Condensing Units Maintenance**

The outdoor condensing units are York Predator Series Heat Pumps. The installation consists of

four (4) model PC120 units rated at 10 tons each and four (4) model PC180 units rated at 15 tons each. For additional information on the Outdoor Condensing Units refer to Appendix E.

Equipment	Description	CFM	Cooling	Heating	Electrical	Fan	%	Filters
AC1	Air Handler	7700	245.8	69	20	10	30%	80-85%
AC2	Air Handler	6800	237	69	20	10	30%	80-85%
AC3	Air Handler	11600	364	134.6	40	15	30%	80-85%
AC4	Air Handler	14500	381.6	134.6	150	20	30%	80-85%

### 2.3 Mini-Split Systems Maintenance

The building utilizes seven (7) Mitsubishi Mr Slim Mini-Split Systems. For additional information of the Mini-Split Systems refer to Appendix E.

### 2.4 Commercial Ceiling Fans Maintenance

The building warehouse area utilizes sixteen (16) Commercial Ceiling Fans. For additional information refer to Appendix E.

### 2.5 ERV Equipment Maintenance

The HVAC systems utilize ERV units in conjunction with the Air Handler Units. Four (4) such ERV units are installed in the building. For additional information refer to Appendix E.

### 2.6 Return Fans Maintenance

The return air system for the building consists of four (4) Return Air Fans which are a model QSL as manufactured by Twin City Fans. For additional information refer to Appendix E.

### 2.7 Exhaust Fans Maintenance

There are seven (7) Exhaust Fans serving the building. The fans are a model SQ as manufactured by Greenheck. For additional information refer to Appendix E.

### 2.8 VAV Boxes Maintenance

Air distribution to the spaces within the building is controlled through VAV boxes which are a model SDV5 as manufactured by EH Price. For additional information see Appendix E.

## 3. Plumbing Systems Maintenance

Includes faucet washer or cartridge replacements, clearing plumbing blockages within the confines of the building perimeter with plunger or snake devices.

#### **4. Electrical Maintenance**

The electrical distribution system consists of a main switchboard, rated at 1000 amps, distributing through 20 distribution and power panels with some rated at 600 volts and some rated at 208/120 volts. An electrical riser drawing has been included in Appendix E.

- i. Replace interior lamps and ballasts and interior devices such as lighting switches and receptacles.
- ii. Replace exterior lighting ballasts, circuit breaker and fuse replacements, panel board repairs, feeder or branch circuit replacements and control(s) replacements.
- iii. Inspect and maintain switchgear.
- iv. Inspect, maintain and test all switchgear and its environment, for example electrical rooms.
- v. Annual thermography of all breakers and switchgear.
- vi. In all cases electrical inspection and repairs shall be carried out in accordance with the manufacturer's instructions and in accordance with most current Canada Electrical codes.

#### **5. Generator Maintenance**

The existing diesel generator system is a Caterpillar 3412, 750Kw - 347/600V Genset c/w sub-tank fuel base and 1000A output breaker.

The automatic transfer switch is a Caterpillar contactor-based by-pass isolation switch.

The transfer switch has the following characteristics:

1. 1,000-amp current rating (as per the drawings).
  2. 3 Pole
  3. 4 wire, 3 phase
  4. 600 Volt-60Hz
  5. Solid Neutral
- i. Generator shall be tested in accordance with the manufacturer's recommendations and NFPA 110 -Standard for Emergency Power and Standby Power Systems.
  - ii. Includes regular monthly and annual inspections and testing as required.
  - iii. Generator set to be tested at least once a month for a minimum of 30 minutes loaded to no less

than one-third of the nameplate rating.

- iv. On an annual basis, the emergency power system shall be verified and serviced by a qualified service provider with an inspection report provided.
- v. MAI will provide the supplier with the most updated building drawings of our facility. The supplier is responsible to advise MAI if there are any discrepancies or require updating.

## **6. Fire Alarm System Maintenance**

Conduct inspections and maintenance to ensure compliance with all applicable codes and standards, including the National Building Code, NFPA and equipment manufacturer's recommendations.

## **7. Fire Extinguisher Maintenance**

Conduct inspections and maintenance to ensure compliance with all applicable codes and standards, including the National Building Code, NFPA and equipment manufacturer's recommendations.

## **8. Water Based Fire Suppression System (Sprinkler System) Maintenance**

The supplier would be required for arranging inspections when they are due and following up with any inspection findings. All inspections are to be in compliance with the latest edition of the National Fire Code and National Building Code.

- i. To ensure a reasonable degree of protection for life and property from fire it is necessary that a service program be maintained for the Wet Pipe Sprinkler System and that all certificates are current. Such said service program shall be consistent with the requirements of NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems 2011 Edition.

## **9. Dry Chemical Fire Suppression System (FM200)**

Conduct inspections and maintenance to ensure compliance with all applicable codes and standards, including the National Building Code, NFPA and equipment manufacturer's recommendations.

## **10. Elevator Maintenance**

Provide maintenance to a CAR #1 hole-less hydraulic passenger elevator as follows:

- Clear hoist way: 7'-4" wide x 10'-2" deep overall.
  - Rated load: 5,000 pounds.
  - Speed: 80 feet per minute.
  - Total Travel: 12'-2-1/2" serving two (2) landings.
  - Pit Depth: requirements 100 feet per minute 4'-0".
- i. Includes inspection and regular maintenance as per all specific elevator lifting device codes and standards, ensuring certificate for usage remains current.



## **11. Grounds Maintenance**

Perform the general grounds maintenance of the facility which includes spring hardscaping, sod repairs from winter damage and weeding along front entrance when required. In addition, regular grass cutting and trimming along with weed control (including weed and foliage control to a distance of 4 feet from all perimeter fencing).

Salt the exterior walkways around the building if ice conditions are present.

\*Note: grounds maintenance does not include snow removal from the parking lot and/or walkways, which will not form a part of the Deliverables.

## **12. Warehouse Forklift and Equipment Maintenance**

Any maintenance required for the equipment in the Warehouse will be conducted by another supplier under a separate contract with MAI; however, it is the responsibility of the Facility Manager to ensure it is completed and arrange for the supplier to come to MAI Site.

All Preventative Maintenance, whether performed by the Facility Manager or by the supplier's other personnel or subcontractors, will form part of the All-Inclusive Annual Rate set out in the contract. No additional fees or charges will apply.

## **A4. Waste Management and Safety Management**

The supplier shall be responsible for the safe removal of waste oils, solvents, oily water and contaminated cleaning material that is required to perform repair work.

The disposal of all such material must comply with all laws and regulations specified by Environment Canada, Transport Canada, and the Province of Nova Scotia, which are applicable to the disposal of the foregoing products.

The supplier shall post and maintain Safety Data Sheets (SDS) for all hazardous chemicals used or stored in the buildings. Chemicals stored in the building shall be kept to a minimum amount approved by the MAI Point of Contact prior to use.

Cardboard boxes generated by supplies or equipment used by the supplier shall be broken down and placed in the dumpster area. Any waste/garbage will be disposed of in the proper location on MAI Terminal. If there is a requirement to remove of any hazardous products/materials, the supplier must ensure it is in accordance with Provincial guidelines.

All waste management and safety management activities will form part of the All-Inclusive Annual Rate set out in the contract. No additional fees or charges will apply.

## **A5. Reporting**

The supplier is required to submit regular monthly electronic reports, which summarize the Deliverables that were supplied during the preceding period, as well as provide the cumulative year to date total number of work orders generated, completed and those currently outstanding and total billings for Deliverables. This report must be in writing and an electronic copy provided to the MAI Point of Contact. The Contract number must be quoted in the email subject line and each report must contain the following information:

- a. The Contract number for which the data is submitted
- b. Dates of service
- c. Detailed list of all work orders scheduled
- d. List of all completed work orders
- e. List of all outstanding work orders
- f. Summary of all sub-contractor work with a copy of all material and labour costs showing actual plus mark-up.

The supplier shall keep legible and detailed documentation for each portion of Deliverables supplied under this contract through MAI Internal work order system.

Detailed documentation shall include the following items as a minimum:

- name of person that placed the service call
- date of service
- time in and time out
- MAI Facility area serviced
- equipment being serviced (location of equipment, make and model, serial number)
- detailed diagnosis of the problem/repair
- services performed
- number of service hours
- hourly rate for services performed
- material(s) used
- cost of material(s)/equipment
- name of the technician
- job title of the technician
- signature of MAI Point of Contact
- warranty of any new material/equipment installed

All documentation shall be forwarded to the MAI POC within seven (7) calendar days after each portion of work is completed.

On an annual basis, the supplier must provide the MAI POC with an annual report outlining capital recommendations with proper costing analysis, including any economic payback. Capital recommendations generally consist of equipment/parts that are individually priced over \$10,000 that are required for the building. These items would be identified in advance by the MAI POC.

All monthly and annual reporting will form part of the All-Inclusive Annual Rate set out in the contract. No additional fees or charges will apply.

#### **A6. Responsive Maintenance**

Responsive Maintenance will consist of standard and specialized repairs at the MAI Facility. The supplier shall be available to provide Responsive Maintenance on a call-out basis twenty-four (24) hours a day, seven (7) days a week (including holidays).

"Standard Hours" are Monday to Friday from 8:00 to 16:30, excluding statutory holidays.

"Overtime Hours" are any hours outside of Standard Hours, including Saturdays, Sundays and statutory holidays.

All Responsive Maintenance must be completed during Standard Hours, unless MAI has requested or approved the performance of Deliverables during Overtime Hours. Any scheduling of work outside of Standard Hours or shutdowns (when required) must be scheduled by and/or pre-approved by the MAI POC.

##### **(a) Standard Repairs:**

"Standard Repairs" are any repairs that can be completed by the Facility Manager during Standard Hours. Standard Repairs may include touch up painting, minor wall damage repairs, fixture replacements, shelving installations and minor refurbishments.

All Standard Repairs will form part of the All-Inclusive Annual Rate set out in the contract. No additional fees or charges will apply.

##### **(b) Specialized Repairs:**

"Specialized Repairs" are any repairs that requires specialized skills and/or certification that cannot be provided by the Facility Manager during Standard Hours.

"Emergency Repairs" are any Specialized Repairs required to be performed on an emergency call-out basis. Emergency repairs may include (but are not limited to) broken water lines, failed computer room HVAC, or any condition that MAI considers unsafe or hazardous or that may cause property damage to the MAI Facility.

For all Specialized Repairs the supplier must submit a written estimate with a breakdown of the total cost of the repair to the MAI POC and get written approval from the MAI POC before starting the work. If the repair is deemed an Emergency Repair by MAI, this requirement for written approval may be waived by MAI.

In the event of an Emergency Repair, the supplier's personnel or sub-contractor will be required to respond and commence work within one (1) hour or less of the call-out.

For non-emergency Specialized Repairs, the supplier shall respond and commence work within one business day of the call-out.

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All call-outs, emergency or non-emergency, will be billed at the maximum hourly rates outlined in the contract. Where subcontractors are required to perform the work, the supplier's administrative fee will apply. The minimum call-out period is three hours commencing from when the supplier arrives onsite.

#### **A7. Tools, Equipment and Parts**

The Facility Manager and all other supplier personnel and subcontractors are expected to provide the tools and equipment necessary to perform the Deliverables. The Facility Manager must ensure that supplier personnel and subcontractors do not store tools and equipment, on MAI's premises without prior written approval from the MAI Point of Contact.

Consumable parts and supplies, such as filters, belts, lubricants, light bulbs, paint and other consumable products that might be necessary to properly maintain the MAI Facility, will be supplied at MAI's expense. The Facility Manager will manage the inventory of such parts and supplies and advise when stock is required to be re-ordered depending on the preventative maintenance schedule. MAI may choose to procure the consumable parts and supplies itself, or may instruct the supplier to procure consumable parts and supplies on MAI's behalf. If instructed to procure the consumable parts and supplies on MAI's behalf, the supplier to supply consumable parts and supplies, the supplier will be permitted to charge a mark-up of up to 10%. The mark-up must be on the supplier's actual pre-tax costs, with proof of the actual costs to be supplied to MAI with each invoice.

#### **B. MATERIAL DISCLOSURES**

**The supplier will complete a walkthrough of the MAI facility upon contract execution as the floor plan layout may be altered.**

## ANNEX "B"

### BASIS OF PAYMENT

- (a) Proponents must provide the pricing information requested in the Pricing Table B1 and Pricing Table B2. Follow all additional instructions set out in the Pricing Tables.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

## 2. Evaluation of Pricing

Pricing is worth 60 points of the total score broken down as follows:

- **Table B1 – All-inclusive Annual Rate** is worth 40 points of the total score. Proponents will be evaluated based on the Total for Potential 5-Year Term.
- **Table B2 – Maximum Hourly Rate for Specialized Repairs** is worth 10 points of the total score. Proponents will be evaluated based on the Average Hourly Rate.
- **Table B3 – Supplier Administrative Fee for Specialized Repairs** is worth 10 points of the total score. Proponents will be evaluated based on the Supplier's Administrative Fee.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to each element of price, which will be calculated in accordance with the following formula:

$$\text{lowest price} + \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

**Pricing Table B1 – All-Inclusive Annual Rate (40 points)**

The All-Inclusive Annual Rate shall be a flat fee that includes:

- the services of a designated Facility Manager who will work regular working hours on-site at the MAI Facility (see Appendix D – Deliverables, section A2);
- all Preventative Maintenance (see Appendix D – Deliverables, Section A3);
- all Waste Management and Safety Management activities (see Appendix D – Deliverables, Section A4);
- all reporting activities (see Appendix D – Deliverables, Section A5); and
- all Responsive Maintenance - Standard Repairs performed by the Facility Manager (see Appendix D – Deliverables, Section A6)

<b>CONTRACT YEAR</b>	<b>ALL-INCLUSIVE ANNUAL RATE (excluding HST)</b>
Year 1 of the Contract	\$
Year 2 of the Contract	\$
Year 3 of the Contract (if MAI exercises its option to extend)	\$
Year 4 of the Contract (if MAI exercises its option to extend)	\$
Year 5 of the Contract (if MAI exercises its option to extend)	\$
<b>TOTAL FOR POTENTIAL 5-YEAR TERM</b>	<b>\$ [insert total sum of above amounts]</b>

**Pricing Table B2 – Maximum Hourly Rates for Specialized Repairs (10 points)**

When Specialized Repairs are required, the hourly rates billed will not exceed the Maximum Hourly Rates (see Appendix D – Deliverables, Section A6). All Maximum Hourly Rates quoted must include all labour, tools, equipment, travel, insurance and all other charges, except for HST. Maximum Hourly Rates do **not** include the supplier's administrative fee (see Pricing Table C3).

The Maximum Hourly Rates will be fixed for the duration of the initial two (2) year contract term. Reasonable increases to the hourly rates may be negotiated for the extension years if MAI exercises its option to extend the contract.

Role	Rate Type	Maximum Hourly Rate (excluding HST)
Journeyman Electrician	Standard	\$
	Overtime	\$
Journeyman Plumber	Standard	\$
	Overtime	\$
Journeyman HVAC	Standard	\$
	Overtime	\$
Journeyman Carpenter	Standard	\$
	Overtime	\$
Elevator Repairs	Standard	\$
	Overtime	\$
Fire Alarm System Repairs	Standard	\$
	Overtime	\$
<b>TOTAL HOURLY RATES</b>		<b>\$ [total sum of above amounts]</b>
<b>AVERAGE HOURLY RATE</b>		<b>\$ [total sum divided by 12]</b>

**Pricing Table B3 – Supplier's Administrative Fee for Specialized Repairs (10 points)**

When Specialized Repairs are required to be performed by subcontractors, the supplier will be entitled to an administrative fee. The Supplier's Administrative Fee must be based on a percentage mark-up that will apply to the total approved cost of the Specialized Repair. (see Appendix D – Deliverables, Section A6).

The Supplier's Administrative Fee will be fixed for the duration of the contract term, including the extension years if MAI exercises its option to extend the contract.

**SUPPLIER'S ADMINISTRATIVE FEE**

\_\_\_\_\_%



## ANNEX C to PART 5 OF THE BID SOLICITATION

### 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)

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- 
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - o. **Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1**, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,*

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*284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

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

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

## ANNEX "E"

### PERSONNEL AND SUBCONTRACTORS

**Table E1: Facility Manager**

Identify the proposed Facility Manager and the Back-Up Facility Manager and provide years of experience and certification.

Role	Name	Years of Experience	Certification
Facility Manager			Journeyman in a recognized trade applicable to facilities management
Back-Up Facility Manager			Journeyman in a recognized trade applicable to facilities management

**Table E2: Preventative Maintenance**

For each type of Preventative Maintenance work, indicate who will perform the work by putting an "X" or check-mark next to "Facility Manager", "Other Personnel" or "Subcontractor". If "Other Personnel" or "Subcontractor" will be used, identify them by name in the blank.

	Type of Work	Who will perform the work?
1	General Building Maintenance	<ul style="list-style-type: none"> <li>▪ Journeyman Carpenter required</li> <li>___ Facility Manager (or Back-Up)</li> <li>___ Other Personnel: _____</li> <li>___ Subcontractor : _____</li> </ul>
2	Heating, Ventilating and Air Conditioning Maintenance	<ul style="list-style-type: none"> <li>▪ Journeyman HVAC required</li> <li>___ Facility Manager (or Back-Up)</li> <li>___ Other Personnel: _____</li> <li>___ Subcontractor : _____</li> </ul>
3	Plumbing Systems Maintenance	<ul style="list-style-type: none"> <li>▪ Journeyman Plumber required</li> <li>___ Facility Manager (or Back-Up)</li> <li>___ Other Personnel: _____</li> <li>___ Subcontractor : _____</li> </ul>

4	Electrical Maintenance	<ul style="list-style-type: none"> <li>▪ Journeyman Electrician required</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
5	Generator Maintenance	<ul style="list-style-type: none"> <li>▪ Journeyman Electrician required</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
6	Fire Alarm System Maintenance	<ul style="list-style-type: none"> <li>▪ Must be a Field Service Representative trained and qualified to perform the required inspections and maintenance.</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
7	Fire Extinguisher Maintenance	<ul style="list-style-type: none"> <li>▪ Must be a Field Service Representative trained and qualified to perform the required inspections and maintenance.</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
8	Water Based Fire Suppression System Maintenance	<ul style="list-style-type: none"> <li>▪ Must be a Field Service Representative trained and qualified to perform the required inspections and maintenance.</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
9	Dry Chemical Fire Suppression System (FM200);	<ul style="list-style-type: none"> <li>▪ Must be a Field Service Representative trained and qualified to perform the required inspections and maintenance.</li> </ul> ____ Facility Manager (or Back-Up) ____ Other Personnel: _____ ____ Subcontractor : _____
10	Elevator Maintenance	<ul style="list-style-type: none"> <li>▪ Must be a Field Service Representative trained and qualified to perform the required inspections and maintenance.</li> </ul> ____ Facility Manager (or Back-Up)

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MA021-200041

Client Ref. No. - N° de réf. du client

MA021-20-0041

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-0-85045

Buyer ID - Id de l'acheteur

hal219

CCC No./N° CCC - FMS No./N° VME

		___ Other Personnel: _____ ___ Subcontractor : _____
11	Grounds Maintenance	___ Facility Manager (or Back-Up) ___ Other Personnel: _____ ___ Subcontractor : _____

**Table E3: Responsive Maintenance – Specialized Repairs**

For each type of Responsive Maintenance work, indicate the name of the supplier's personnel or subcontractor that will perform Specialized Repairs.

Type of Work	Certification	Personnel or Subcontractors
General Building Repairs	Journeyman Carpenter	
HVAC Repairs	Journeyman HVAC	
Plumbing Repairs	Journeyman Plumber	
Electrical Repairs	Journeyman Electrician	
Generator Repairs	Journeyman Electrician	
Fire System Repairs (including alarm system, extinguishers, water-based fire suppression system and dry chemical fire suppression system)	Field Service Representative trained and qualified to repair the system and equipment.	
Elevator Repairs	Field Service Representative trained and qualified to repair the equipment.	



Solicitation No. - N° de l'invitation  
MA021-200041  
Client Ref. No. - N° de réf. du client  
MA021-20-0041

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-0-85045

Buyer ID - Id de l'acheteur  
hal219  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “F”**

### **TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

**See the following form.**

Form - Formulaire

Instructions - Page 2

### 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).

Form - Formulaire

Instructions - Page 1

**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.

<div style="display: flex; justify-content: space-around;"><span>Clear Data - Effacer les données</span><span>Instructions - Page 1</span><span>Instructions - Page 2</span></div>		
 <div>Public Works and Government Services Canada</div>	<div>Travaux publics et Services gouvernementaux Canada</div>	<b>Annex Annexe</b> _____
<h2>Task Authorization Autorisation de tâche</h2>		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) \$	
<div>Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité</div> <div><input type="checkbox"/> No - Non    <input type="checkbox"/> 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</div>		
<b>For Revision only - Aux fins de révision seulement</b>		
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 \$
<b>Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.</b>		<b>Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.</b>
<b>1. Required Work: - Travaux requis :</b>		
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"/>
PWGSC - TPSGC 572 (2014-04)		

Annex  
Annexe

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.

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.

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.

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