



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1ère étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

## 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

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> Memorial Site Admin and Maintenance	
<b>Solicitation No. - N° de l'invitation</b> 51019-208001/A	<b>Date</b> 2021-01-26
<b>Client Reference No. - N° de référence du client</b> 51019-208001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-032-5912	
<b>File No. - N° de dossier</b> MCT-9-42156 (032)	<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> Atlantic Standard Time AST <b>on - le 2021-02-25</b> Heure Normale de l'Atlantique HNA	
<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> Savoie (MCT), Ginette	<b>Buyer Id - Id de l'acheteur</b> mct032
<b>Telephone No. - N° de téléphone</b> (506) 381-2680 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF VETERANS AFFAIRS 161 GRAFTON ST P.O.BOX 7700 (IB 018) CHARLOTTETOWN Prince Edward Island C1A8M9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List
- Annex D Technical Evaluation Criteria
- Annex E Electronic Payment Instruments
- Annex F Listing of Board of Directors

### **1.2 Summary**

- 1.2.1 A contract for the provision of personnel with the necessary expertise to carry out administrative duties; and all labour, supervision and expertise necessary to provide maintenance services at the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial in France. The contract will be for a period of one year (from date of award) with options to renew for up to four additional one year periods.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 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: 120 days

### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

## 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 New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.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.

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Email: [TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.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.

## 2.3 Former Public Servant

### Former Public Servant - Competitive Bid

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

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

## **2.6 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 fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

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

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

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

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

Section I: Technical Bid (1 hard copies)  
Section II: Financial Bid (1 hard copies)  
Section III: Certifications (1 hard copies)

- 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 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 Annex B.

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

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

If Annex E Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.3 Exchange Rate Fluctuation**

C3010T (2014/11/27), Exchange Rate Fluctuation Risk Mitigation

### **3.1.4 SACC Manual Clauses**

## **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**

Mandatory Technical Criteria as specified in Annex D

##### **4.1.1.2 Point Rated Technical Criteria**

Point Rated Technical Criteria as specified in Annex D

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause [A0222T](#) (2014/06/26), Evaluation of Price - Canadian / Foreign Bidders

#### **4.2 Basis of Selection**

##### **4.2.1 Mandatory Technical Criteria**

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

#### **Basis of Selection - Highest Combined Rating of Technical Merit and Price**

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 points overall for the technical evaluation criteria which are subject to point rating.
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 70% for the technical merit and 30% 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 70%.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
  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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

	<b><i>Bidder</i></b>		
	<b><i>Bidder 1</i></b>	<b><i>Bidder 2</i></b>	<b><i>Bidder 3</i></b>
<b><i>Overall Technical Score</i></b>	<b><i>115/135</i></b>	<b><i>89/135</i></b>	<b><i>92/135</i></b>
<b><i>Bid Evaluated Price</i></b>	<b><i>\$55,000.00</i></b>	<b><i>\$50,000.00</i></b>	<b><i>\$45,000.00</i></b>
<b><i>Calculations</i></b>			
<b><i>Technical Merit Score</i></b>	<b><i>115/135 x 60 = 51.11</i></b>	<b><i>89/135 x 60 = 39.56</i></b>	<b><i>92/135 x 60 = 40.89</i></b>
<b><i>Pricing Score</i></b>	<b><i>45/55 x 40 = 32.73</i></b>	<b><i>45/50 x 40 = 36.00</i></b>	<b><i>45/45 x 40 = 40.00</i></b>

<b>Combined Rating</b>	<b>83.84</b>	<b>75.56</b>	<b>80.89</b>
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

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

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

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

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

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

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available of 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**

#### **5.2.3.2 Status and Availability of Resources**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A3005T	Status and Availability of Resources	2010/08/16

#### **5.2.3.3 Rate or Price Certification**

##### **Price Certification - Foreign Suppliers**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

#### **5.2.3.4 Education and Experience**

**5.2.3.4.1** SACC Manual clause A3010T (2010/08/16) Education and Experience

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

#### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. 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.
3. For additional information on security requirements, 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.



## **6.2 Financial Capability**

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

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

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

### **7.1 Statement of Work**

#### **7.1 Statement of Work - Contract**

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

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

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

### **7.3 Security Requirements**

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

1. Before award of a contract, the following conditions must be met:

The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:

- i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- ii. The Foreign recipient Contractor must 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 must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.

- iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) 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.
- iv. The Foreign recipient Contractor must not grant access to CANADA PROTECTED B information/assets, except to its personnel subject to the following conditions:
  - a. Personnel have a need-to-know for the performance of the contract;
  - b. Personnel have been subject to a Criminal Record Check, with favorable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
  - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
  - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
- 2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
- 3. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 4. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
- 5. The Foreign recipient Contractor must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Contractor or produced by the foreign recipient Contractor, must also be safeguarded as follows:

6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.
7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Contractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.
8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign recipient Contractor must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign recipient Contractor must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.

11. Upon completion of the Work, the foreign recipient Contractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.
12. The foreign recipient Contractor requiring access to CANADA PROTECTED B information/ assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department of Public Services and Procurement Canada.
13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system many CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex \_\_\_ for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
17. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.
18. 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.

**7.3.1.1** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

Solicitation No. - N° de l'invitation  
51019-208001/A  
Client Ref. No. - N° de réf. du client  
51019-208001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
51019-208001

Buyer ID - Id de l'acheteur  
mct032  
CCC No./N° CCC - FMS No./N° VME

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The period of the Contract is for a one year period from date of Contract award.

#### 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 four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 7.5 Authorities

##### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ginette Savoie  
Title: Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506)381-2680  
Facsimile: (506) 851-6759  
E-mail address: ginette.savoie@pwgsc-tpsgc.gc.ca

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

##### 7.5.2 Project Authority

The Project Authority for the Contract is: **will be identified at contract award**

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

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

### 7.5.3 Contractor's Representative (bidder please complete)

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

#### Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are excluded 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Limitation of price

SACC Manual clause C6000C (2017/08/17) Limitation of price

### 7.7.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C2000C	Taxes - Foreign-based Contractor	2007/11/30
H1000C	Single Payment	2008/05/12

### 7.7.4 Electronic Payment of Invoices – Contract

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

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

### 7.7.5 Discretionary Audit

SACC Reference	Section	Date
C0705C	Discretionary Audit	2010/01/11

### 7.7.6 Time Verification

SACC Reference	Section	Date
C0710C	Time and Contract Price Verification	2007/11/30

## 7.8 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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

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

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

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

## 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) [2035](#) (2020/05/28), General Conditions - Higher Complexity - Services;
- (c) Annex A Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C Security Requirements Check List
- (f) the Contractor's bid dated \_\_\_\_\_,

## 7.12 Foreign Nationals (Foreign Contractor)

SACC *Manual* clause [A2001C](#) (2006/06/16) Foreign Nationals (Foreign Contractor)



## **ANNEX A - STATEMENT OF WORK**

### **Introduction**

Veterans Affairs Canada requires Administrative services, Maintenance services and Financial Management services at the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial.

### **Background**

Veterans Affairs Canada (VAC) operates 14 memorial sites in Europe, two of which are the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial. To maintain these two sites and sustain daily operations, VAC relies on the services of a local employment service agency to augment the Canadian-based staff in the areas of administration and maintenance.

### **Scope of Work**

### **Tasks/Requirements**

The specific tasks required to be completed by each function, as a minimum, are outlined below, however the lists are not exhaustive.

### **ADMINISTRATIVE SERVICES POSITION**

#### **1. Routine Tasks**

##### **a) Mail**

The Administrative Assistant handles all mail related to day-to-day management. This includes;

- Sending and receiving mail and packages (including express);
- Preparing answers to correspondence in English and French where appropriate.

##### **b) Telephone**

Handling all incoming calls. This includes (in English and French):

- Managing the switchboard and routing calls to concerned parties;
- Answering enquiries and directing enquiries (i.e. ceremonies, historical information) to appropriate staff

##### **c) Internet and Internal Messaging**

- Consulting internet sites (i.e. train schedules, international directories);
- Managing general messaging for the Site and responding to enquiries received via the info email accounts.

##### **d) Various**

- Managing the Director's agenda (consultation and booking of appointments);
- Making travel arrangements;
- Assisting with special projects as per the need of the Director;

- Welcoming of visitors, delivery people, contractors, and personnel to the office;
- Filing and organizing of files within the GCDOCs system, archiving of files;
- Welcoming VIPs to the sites on ceremony days;
- Assisting in the provision of hospitality to visitors, invited guests during meetings, ceremony days;
- Acting as backup for providing financial services when required (i.e. illness, vacation);
- Providing administrative support and assistance to EO team members
- Other related duties as required

## **2. Periodic Tasks**

- a) Commemorative Ceremonies (Tasks are performed with European Operations Staff)
  - Maintaining invitation lists;
  - Preparing and mailing invitations;
  - Recording confirmations received;
  - Ordering wreaths for European Operations and other organizations;
  - Helping to welcome VIPs on the day of the ceremonies;
  - Contacting suppliers for estimates/liasing with confirmed suppliers

## **3. Suitability and Required Competencies**

- Independence
- Initiative
- Flexibility
- Thoroughness
- Organizational skills
- Ease of communication
- Proficiency in French and English (testing may be administered)
- Ability to work under sometimes stressful conditions and remain calm
- IT proficiency (e.g. proficiency in the following software: Excel, MS Word, PowerPoint, email systems)
- Must have at least two (2) years of related work experience

## **MAINTENANCE SERVICES POSITIONS (2 POSITIONS)**

Maintenance services at Vimy and Beaumont-Hamel are managed by VAC Managers situated at both Sites.

### **1. Routine Tasks**

- Scheduling of routine work on a daily and weekly basis (based on discussions with the on-site VAC manager;
- Reviewing of equipment and materials and advising the responsible VAC manager when equipment is to be replaced or new materials ordered;
- Responsible for all minor repairs and general maintenance on both sites; carries out a monthly review of all VAC vehicles to ensure that required maintenance is carried out.
- Other related duties as required

## **2. Specific Tasks**

- Site cleanup; garbage and paper collection, sweeping around the memorial;
- Repairing parking lots and road shoulders; filling and sealing sunken areas when holes appears;
- Painting; annual maintenance of all trim on all site buildings;
- Maintaining tunnels: pumping in case of flooding ; maintaining entry and exit ramps; replace light bulbs;
- Maintaining offices, housing, yards and visitor centres; all minor interior maintenance and repair jobs; painting; various basic carpentry; welding; cementing, masonry and concrete jobs;
- Familiarity with and handling of indoor and outdoor lighting systems, fire and intrusion alarm systems, exhibit and display systems and mechanisms
- General maintenance: cleaning vehicles used by maintenance and VAC staff; tidying shop and various technical buildings; maintenance and lubrication of tools and machinery; minor electrical work

## **3. Periodic Tasks**

- Picking up, selecting ordered material;
- Preparing and installing equipment for different ceremonies taking place on site;
- Assisting in the removal of material from the guide residences
- Raising and lowering of flagpoles and flags; cleaning of the Monument
- Working in collaboration with the Commonwealth War Graves Commission personnel based at the site when additional labour or equipment is needed

## **MAINTENANCE SUPERVISOR POSITION**

As well as providing the services identified above, as part of the maintenance team, the maintenance supervisor will assist and provide technical advice to VAC managers in developing statements of work and will work with the responsible VAC Managers , to develop a workplan for the maintenance team.

The resource responsible for providing supervisory services will work with the maintenance resources to ensure tasks are completed within the identified timeframe.

The resource responsible for providing supervisory services will meet weekly with the Managers of both Sites to discuss upcoming works, tasks, issues, etc.

### **Suitability and Competencies**

- Independence
- Versatility
- Ability to quickly identify and prioritize tasks
- Manual dexterity
- Teamwork
- Adaptability
- Good knowledge of both Sites
- Respect for safety standards

- must have at least two years' related work experience.

## **FINANCIAL MANAGEMENT SERVICES POSITION**

### **1. Administration**

In conjunction with Global Affairs Canada (GAC) and VAC Administrative Headquarters in Canada:

- Processing invoices
- Processing statements received from the Embassy
- Entering commitments into the Department's financial management system as required
- Monitoring estimates and purchase orders
- Budgeting projection for the following year
- Mid-year progress reporting and projections to the end of the fiscal year
- Reconciliation of budgets within European Operations
- Principal resource for interfacing between Veterans Affairs Canada and the Finance Section, GAC
- Other tasks as required

### **2. Contracts**

- Monitoring contract status, costs and payments
- Coordinating various elements in the creation of new contracts

### **3. Various Tasks**

- Managing agenda of Manager, Operations
- Replying to telephone and email enquiries from the public concerning Site operations, ceremonies, etc.
- Assisting in the provision of hospitality to visitors, invited guests during meetings, ceremony days
- Other related duties as required

## **SUITABILITY AND REQUIRED COMPETENCIES**

- Bilingualism (English/French)
- Flexibility
- Initiative
- Accounting Diploma
- IT proficiency (e.g. familiar with software such as Excel, MS Word, Powerpoint, email systems)
- Must have at least two years' related work experience

## **Provision of Materials/Training**

The successful bidder will be required to provide personnel with the necessary expertise and acquired skills to carry out administrative duties described herein, as well as provide all labour, supervision, and expertise necessary to carry out maintenance services at the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial in France. Personnel may also be required to travel to other VAC memorials sites in France and Belgium to carry out occasional work. VAC will provide working tools and equipment (i.e. on-site vehicles, hammers, nails) except for 'specialized security' tools (e.g. gloves

insulated for working with electricity). The Contractor will be responsible for providing personal protective equipment (i.e. overalls, jackets for inclement weather, shoes, hard hat, etc.). The contractor is also responsible for providing the necessary training to personnel when required (i.e. when there are changes in legislation related to working conditions, health and safety).

All personnel must possess the minimum level of training and/or experience as detailed in the 'Suitability and Required Competencies' sections in each work description. Should a requirement for additional training be identified by VAC, responsibility for the provision and cost of the training will be determined prior to delivery.

### **Work Schedules**

All personnel will be expected to complete their work during core business hours (Monday-Friday, 08h00-17h00). Some overtime may be incurred, particularly in preparation for, during, and/or following special events and ceremonies taking place on site. Public holidays will be observed in accordance with French law. Back up personnel for holiday periods will not generally be required but the contractor is requested to confirm this with VAC staff on a case-by-case basis.

### **Location of Work**

Personnel will be required to work at the Canadian National Vimy Memorial and Beaumont-Hamel Newfoundland Memorial sites primarily with occasional work at the other Canadian memorial sites.

### **Ownership and Control**

All information (personal or otherwise) which is used, processed, handled, stored, and recorded by the Contractor for purposes of fulfilling the requirement of the Contract, regardless of the format, medium, and physical characteristics, remains under the ownership and control of VAC. All applicable Federal legislation applies under all circumstances, even when such information is in the sole custody of the Contractor.

In accepting this contract, the Contractor acknowledges that VAC maintains ownership and control over all personal information and any other information that is collected, created, captured, receive, used, processed, handled, stored, and recorded by the Contractor when fulfilling the requirements outlined in the Contract.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information referenced above is returned to the Project Authority.

### **Non-Disclosure of Confidential Information**

All information, whether technical, financial or otherwise, including without limitation all secret or confidential information belonging to Veterans Affairs Canada, in whatever form, which is derived from discussions and examples during this training session, shall be referred to in this Statement as 'Confidential information'.

Confidential Information is a valuable, special, and unique asset belonging to Veterans Affairs Canada. The contractor agrees that it will not disclose Confidential Information belonging to VAC to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever.

**Handling of Personal Information**

The Contractor acknowledges that Veterans Affairs Canada is bound by the Privacy Act with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information except in accordance with the Privacy Act and the delivery provisions of the contract.

All personal information is under the control of Veterans Affairs Canada, and the Contractor has no right in or to that information. The Contractor must deliver to the project authority all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the contract, within 30 days of the completion of termination of the contract, or at such earlier time as the project authority may request. Upon delivery of the personal information to the project authority, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

**Accuracy of Information**

The Contractor shall make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Project Authority in a decision-making process that will directly affect the individual to whom the information relates.

**Requests for Information under the Privacy Act and/or the Access to Information Act**

Should the Contractor receive a request for information from a third party under the Privacy Act and/or the Access to Information Act, the Contractor must immediately contact the Project Authority. The Project Authority must then consult with the VAC Access to Information and Privacy Coordinator who will provide the Project Authority with guidance and direction on how to handle the request.

**Collection of Personal Information**

Personal Information collected by the Contractor for the provision of services covered by the contract shall be collected in accordance with the following requirement.

1. Authorized in legislation and confirmed that it has been authorized by the Project Authority.
2. The Contractor(s) shall notify individuals from whom it collects personal information:
  - a) of the purpose for collecting it;
  - b) of any statutory authority for the collection;
  - c) whether the response is voluntary or required by law;
  - d) of any possible consequences of refusing to respond;
  - e) of the individual's right of access to and correction of the information; and
  - f) of the number of personal information banks in which the personal information will be retained.
- Limited to that which is required for the administration of services and benefits necessary for the contractor(s) to comply with the contract (there shall be a demonstrable need for each piece of personal information collected:
- Unless otherwise directed in writing, information is to be collected directly from the individual to whom the information relates; and

3. If information is collected from a third party, it is to be collected with the client's consent or with an appropriate legislative authority authorizing collection.

The Contractor(s) shall agree to work with the Project Authority to determine the personal information elements that will be collected to fulfill the requirements of the contract, and to develop the notification statement that will be used when collecting personal information from clients.

NOTE: The Project Authority will review and approve all forms that the Contractor(s) proposes to use in support of the collection of information. After initial approval, if changes or amendments are made by the contractor, during the life of the contract, the forms shall be re-approved by the Project Authority. The Contractor's employees shall effectively identify themselves to the individuals from whom they are collecting personal information and provide individuals with the means to verify that they are actually working on behalf of the Project Authority and authorized to collect the information.

#### **Use of Personal Information**

Unless otherwise directed in writing, the Contractor shall use all personal information solely for the purpose(s) for which it was provided, as determined by the Department to which the information belongs and in accordance with the requirements of the Contract. Any secondary use of such information, including research, shall be approved by the Department.

#### **Disclosure of Personal Information**

Information in the custody of the Contractor shall not be disclosed or transferred to a third party, except in accordance with specifics of the Contract, without the written permission of the Department to which the information belongs.

If the Contractor receives any request for disclosure of personal information for a purpose not authorized under the contract, or if it becomes aware that disclosure may be required by law, the Contractor shall immediately notify the Project Authority about the request or demand for disclosure and shall not disclose the information without the written permission of the Department to which the information belongs.

#### **Notification of Non-Compliance or Breach of Privacy and Security**

The Contractor shall notify, in writing, the Project Authority, immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal use in its custody
- c) unauthorized disclosure of the personal information in its custody
- d) a breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Department to achieve resolution and compliance with Government of Canada privacy and security requirements. Standard Operating Procedures shall be developed during the contract implementation phase.

**Access to Information Act**

Records created by the Contractor, and under the control of VAC, are subject to the Access to Information (ATI) Act. The Contractor acknowledges the responsibilities of VAC under the ATI Act and must assist VAC in discharging these responsibilities.

**Transborder Data Flow**

Government institutions have an obligation to ensure that personal information collected, used, processed, accessed, disclosed, retained, created, received or disposed of in order to fulfill the requirements of a contract shall be protected against any possible risks related to the issue to Transborder flow of information. This would include the potential exposure of personal information of Canadians to U.S. authorities under the AUSA Patriot Act or other similar foreign laws. Under no circumstances shall the Contractor engage in any such activities where personal information of Canadians may be compromised by foreign laws unless such activities have been preapproved in writing by the Project Authority.



The successful bidder will be paid your costs reasonably and properly incurred for the performance of the work as follows:

**For the period from date of contract award for one year:**

Labour at the following firm hourly* rates		
	<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €
	<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>TOTAL ESTIMATED COST</b>		_____ €

**For the first one year option period;**

Labour at the following firm hourly* rates		
	<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €
	<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>TOTAL ESTIMATED COST</b>		_____ €

**For the second one year option period;**

Labour at the following firm hourly* rates		
	<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €

	<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>TOTAL ESTIMATED COST</b>		_____ €

**For the third one year option period:**

<b>Labour at the following firm hourly* rates</b>		
	<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €
	<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>TOTAL ESTIMATED COST</b>		_____ €

**For the fourth one year option period;**

<b>Labour at the following firm hourly* rates</b>		
	<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €
	<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
	<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €

<b>TOTAL ESTIMATED COST</b>	_____ €
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**For the fifth one year option period;**

<b>Labour at the following firm hourly* rates</b>	
<b>Maintenance Services (2 positions)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 2	_____ €
<b>Maintenance Supervisory (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>Administrative Services (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>Finance Officer (1 position)</b> _____ € per hour for an estimated 34.2 hours per week to a maximum of 1,778.40 hours per year x 1	_____ €
<b>TOTAL ESTIMATED COST</b>	_____ €

***The grand total of all periods will be used for bid evaluation purposes.***

**NOTES:**

- 1) If applicable, the Value Added Tax @ 19.6% shall be shown as a separate item.
- 2) Payment will be paid for actual hours worked (vacation and sick leave hours are not considered hours worked) as verified by the Project Authority.
- 3) Should the Mandatory Social Benefits payable by the Contractor on behalf of its employees be changed by the French Government, the Contractor must supply a copy of the applicable French Government document promulgating the changes. An amendment will be issued only if the cost of social benefits changes by more than 2%.
- 4) **PRICE READJUSTMENT:** The amount of the contract shall be firm and fixed for the first year. It shall be readjusted at least two months prior to each contract year end subject to approval by the Contracting Authority. The readjustment of the rates shall be calculated in accordance with the increases to the *Salaire Minimum Interprofessionnelle de Croissance* (S.M.I.C.) as published in the *Bulletin Officiel de l'INSEE*.

## ANNEX D - EVALUATION CRITERIA

### MANDATORY REQUIREMENTS

It is understood by the parties submitting offers that to be considered valid, an offer MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where supporting evidence is required by a mandatory item. Those not meeting all of these mandatory requirements will be given no further consideration.

**ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.**

Mandatory Requirements		Page #	For Evaluation Purposes		
			Met	Not Met	Comments
1.	The Bidder must demonstrate the capacity of the administrative support staff to provide bilingual (French/ English) services.				
2.	The Bidder must demonstrate that the Financial Officer has as a minimum, a diploma in accounting, plus two years related work experience, and is bilingual.				
3.	The Bidder must demonstrate that the Office personnel proposed have a minimum of two years related work experience.				
4.	The Bidder must demonstrate that the Maintenance personnel proposed have a minimum of two years related work experience.				
5.	The Bidder must demonstrate that all proposed maintenance personnel hold a valid driver's license and that at least one of the proposed maintenance personnel has received training in First Aid within the past three years.				
6.	The Bidder must demonstrate that they are financially capable of performing the work and that they possess a financial management and reporting system to provide financial status reports and detailed breakdowns of expenditures.				
7.	The Bidder must provide a detailed description of the work performed by the firm for a minimum of three other clients,				

	including level of responsibility (accountability), any problems and corrective action taken, and contingency planning.				
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EVALUATION CRITERIA

POINT RATED REQUIREMENTS

In addition to meeting all of the mandatory requirements, the technical proposal will be evaluated on the basis of the following. The proposal must obtain the minimum score for each criterion in order to be deemed responsive.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.

Point Rated Requirements		Page #	For Evaluation Purposes	
			Score	Comments
1.	<p><b>Reliability of the Firm (60 points, minimum of 35 points)</b></p> <p>The Bidder should provide a detailed description of the work performed by the firm for at least three other clients, including level of responsibility (accountability), any problems and corrective action taken, and contingency planning. They should include as references the following information for each set of duties (Administrative Assistant, Financial Officer and Maintenance):</p> <ul style="list-style-type: none"><li>a) Name of company to whom contracted services were provided and contact phone number.</li><li>b) Period of time the services were provided (dates).</li><li>c) Estimated monetary value of services provided.</li><li>d) Permission for VAC to contact the clients submitted by the Bidder for the purpose of obtaining an assessment of the Bidder’s performance.</li></ul> <p>Each will be scored on a scale of points. No more than nine clients are to be submitted (max three for each type of work).</p>			

	<p>Note: Bidders should submit a summary of the firm which could provide a history of the firm, its management structure, personnel, significant accomplishments, special business tools that it may have developed, etc. This summary should not be more than three pages in length. The summary will not be evaluated, but it will provide more information to permit the evaluation committee members to better understand the firm.</p>			
2.	<p><b>Knowledge of Canadian memorial sites and their operations (20 Points, Minimum of 10 points)</b></p> <p>The Bidder is asked to demonstrate their knowledge and understanding of the Canadian Commemorative sites at both Vimy and Beaumont Hamel in France. They must include an outline of how it will ensure that proposed personnel are aware of and understand the commemorative nature of the sites.</p>			
3.	<p><b>Experience working at a Canadian Historic Site (Maximum of 5 points, no minimum)</b></p> <p>If the Bidder has had experience working with a Canadian Historic Site in the past, they are asked to describe this experience by including a detailed description of how the experienced was obtained (in what capacity), at which site, when, and for how long. This submission should also include the number of employees employed at the site and detailed descriptions of the specific jobs and duties they performed.</p>			

## **ANNEX E to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
51019-208001/A  
Client Ref. No. - N° de réf. du client  
51019-208001

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

Buyer ID - Id de l'acheteur  
mct032  
CCC No./N° CCC - FMS No./N° VME

**ANNEX F – LISTING OF BOARD OF DIRECTORS**

Complete Legal Name of Supplier: \_\_\_\_\_

Supplier Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplier Procurement Business Number (PBN): \_\_\_\_\_

**NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES**

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.



## **Annex G Locations**

### **Canadian National Vimy Memorial**

#### **Photos of locations**

**Link:** <https://drive.google.com/drive/folders/1v84Zrkv7PcYKGOHqtKNdpkWBM5NPHBCX?usp=sharing>

### **Beaumont-Hamel Newfoundland Memorial**

#### **Photos of locations**

**Link:** [https://drive.google.com/drive/folders/1LFZKgghCMz6aafvzo3RE7PWm0D2H\\_b07?usp=sharing](https://drive.google.com/drive/folders/1LFZKgghCMz6aafvzo3RE7PWm0D2H_b07?usp=sharing)