

**IMPORTANT NOTICE TO BIDDERS**

**This bid solicitation cancels and supersedes previous bid solicitation number 08C54-190430/B dated 2020-09-25 with a closing of 2020-11-19 at 02:00 PM EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	5
1.3 DEBRIEFINGS.....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF BIDS.....	6
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	8
2.5 APPLICABLE LAWS.....	8
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	8
2.7 CONFIDENTIAL INFORMATION FOR BIDDING.....	8
2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....	9
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
3.2 TECHNICAL BID .....	10
3.3 FINANCIAL BID .....	10
3.4 ELECTRONIC PAYMENT OF INVOICES – BID .....	10
3.5 EXCHANGE RATE FLUCTUATION .....	11
3.6 CERTIFICATIONS .....	11
3.7 ADDITIONAL INFORMATION .....	11
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 EVALUATION PROCEDURES.....	11
4.2 BASIS OF SELECTION.....	17
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>18</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	19
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	19
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>21</b>
6.1 SECURITY REQUIREMENTS .....	21
6.2 FINANCIAL CAPABILITY .....	21
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>22</b>
7.1 STATEMENT OF WORK.....	22
7.2 STANDARD CLAUSES AND CONDITIONS.....	24
7.3 SECURITY REQUIREMENTS .....	24
7.4 TERM OF CONTRACT .....	26
7.5 AUTHORITIES .....	26

7.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	29
7.7	PAYMENT .....	29
7.8	INVOICING INSTRUCTIONS .....	32
7.9	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	33
7.10	APPLICABLE LAWS.....	33
7.11	SOVEREIGN IMMUNITY .....	33
7.12	PRIORITY OF DOCUMENTS .....	33
7.13	INSURANCE REQUIREMENTS .....	34
7.14	LIMITATION OF LIABILITY- INDEMNIFICATION BY THE CONTRACTOR .....	34
7.15	GOVERNMENT SITE REGULATIONS .....	35
7.16	LANGUAGE OF SERVICES.....	35
7.17	DISPUTE RESOLUTION .....	35
7.18	TAKING THE WORK OUT OF THE CONTRACTORS HANDS.....	36
7.19	EFFECT OF TAKING THE WORK OUT OF THE CONTRACTORS HANDS.....	36
7.20	GOVERNMENT SMOKING POLICY .....	37
7.21	ANTI-TERROR.....	37
<b>APPENDIX "A" .....</b>		<b>38</b>
STATEMENT OF WORK .....		38
<b>APPENDIX "B" .....</b>		<b>39</b>
TECHNICAL EVALUATION CRITERIA .....		39
1.0	MANDATORY TECHNICAL CRITERIA (MT) .....	39
2.0	POINT RATED TECHNICAL CRITERIA EVALUATION (RT).....	39
3.0	BIDDER ORAL PRESENTATION .....	50
<b>APPENDIX "B1" .....</b>		<b>53</b>
BUDGET SUBMISSION TEMPLATE.....		53
<b>APPENDIX "C" .....</b>		<b>54</b>
SECURITY REQUIREMENTS CHECK LIST .....		54
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....		57
<b>APPENDIX "E" .....</b>		<b>58</b>
LIST OF NAMES FOR INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION .....		58
<b>APPENDIX "F" .....</b>		<b>59</b>
PRICING SCHEDULE .....		59
<b>APPENDIX "G" .....</b>		<b>74</b>
ELECTRONIC PAYMENT INSTRUMENTS.....		74
<b>APPENDIX "H" .....</b>		<b>75</b>
FINANCIAL BID FORM .....		75
<b>APPENDIX "I" .....</b>		<b>83</b>
TASK AUTHORIZATION FORM.....		83
<b>APPENDIX "J" .....</b>		<b>87</b>
INSURANCE REQUIREMENTS.....		87
<b>APPENDIX "K" .....</b>		<b>89</b>

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

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CONFIDENTIALITY AGREEMENT .....89

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

### **Appendixes**

- Appendix A – Statement of Work
- Appendix B – Technical Evaluation Criteria
- Appendix B1– Budget Submission Template
- Appendix C – Security Requirements Check List -SRCL
- Appendix D – Federal Contractors Employment Equity – Certification
- Appendix E – List of names for Integrity Provisions-Required Documentation
- Appendix F – Pricing Schedule
- Appendix G – Electronic Payment Instruments
- Appendix H – Financial Bid Form
- Appendix I – Task Authorization Form
- Appendix J – Insurance Requirements
- Appendix K : Confidentiality Agreement

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

- Annex A – Performance Management Framework
- Annex A2 – Key Performance Indicator Dashboard
- Annex B1/B2 – Performance Standards for Cleaning Standards
- Annex C – Reporting Requirements
- Annex D – Sample Floor Plan(s)
- Annex E – Building Equipment Listing
- Annex F – Property Condition Assessment(s)
- Annex K – Sample Maintenance Calendar

## 1.2 Summary

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

The Work is to be performed throughout the Embassy of Canada in Japan (Tokyo Embassy also known as Place Canada ) located at Akasaka 7-chome,Tokyo.

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 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.

1.2.4 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.

1.2.5 The Phased Bid Compliance Process applies to this requirement.

## 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.

They are available at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

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

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Bids**

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

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

[tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed,

Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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**

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

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (Canada).
- (b) 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 fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7 Confidential Information for Bidding**

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Appendix K before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

## 2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) 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

- (b) 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 - two (2) hard copies and one (1) soft copy on a USB key.  
Section II: Financial Bid - one (1) hard copy.  
Section III: Certifications - one (1) hard copy.  
Section IV: Additional Information - one (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.

- (c) 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:

- use A4 (21 cm x 29.7 cm) paper
- 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 A4 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.

### **3.2 Technical Bid**

- 3.2.1 In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 3.2.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **3.3 Financial Bid**

- 3.3.1 Bidders must submit their financial bid in accordance with the Financial Bid Form detailed in Appendix "H".

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

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

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

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

### **3.5 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.6 Certifications**

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

### **3.7 Additional Information**

In Section IV of their bid, Bidders should provide:

- 1) their legal name;
- 2) the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- 3) for Part 2, article 3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.
- 4) Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - c. the name of the joint venture, if applicable.
- 5) Appendix K: Confidentiality Agreement

## **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, oral presentation and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Tiree Facility Solutions Inc. will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by

the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Appendix B.  
The Phased Bid Compliance Process will apply to all mandatory technical criteria (MT1 and MT2).

##### **4.1.2.2 Point Rated Technical Criteria**

Point rated technical evaluation criteria are included in Appendix B.  
The Phased Bid Compliance Process will apply to all minimum point rated technical criteria.

##### **4.1.2.3 Joint-Venture Experience**

- (a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
- (b) Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the

requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (c) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- (d) Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- (e) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
  - Contracts all signed by B; or
  - Contracts all signed by A and B in joint venture, or
  - Contracts signed by A and contracts signed by A and B in joint venture, or
  - Contracts signed by B and contracts signed by A and B in joint venture.
- (f) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### **4.1.2.4 Reference Checks:**

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

#### **4.1.3 Oral Presentation**

Oral Presentation is included in Appendix B.

#### **4.1.4 Financial Evaluation**

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid detailed in Appendix "H".

## 4.2 Basis of Selection

### Highest Combined Rating of Technical Merit, Oral Presentation and Price- Technical Merit 60%, Oral Presentation 10% and Price 30%

4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria;
- (c) obtain the required minimum points specified for each criterion; and
- (d) obtain the required minimum of 84 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 140 points.

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

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

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

Total number of points obtained / maximum number of points available times the allocated percentage of 60%. **TMS = TES/140 x 60.**

4.2.5 The lowest evaluated price (LP) of all responsive bids will be identified and a **Pricing Score (PS)** will be determined by dividing the LP by the Bidder's Price (BP) as follows: **PS = LP / BP x 30.** PS is the evaluated Price Score (PS) of each responsive bid.

4.2.6 An Oral Presentation Score (OPS), will be allocated to each responsive bid in accordance with Appendix B

4.2.7 **An Oral Presentation Merit Score (OPMS)**, will be allocated to each responsive bid and is determined as follows:

Total number of points obtained / maximum number of points available times the allocated percentage of 10%. **OPMS = OPS/60 x 10.**

4.2.8 The **Overall Score (OS)** is determined as follows: **OS = TMS + PS + OPMS**

4.2.9 The responsive bid with the highest combined rating of technical merit, oral presentation and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit, price and oral presentation, the responsive bid with the highest overall score for all the point rated technical criteria detailed in Appendix B will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 60/10/30 ratio of the technical merit, oral presentation and price, respectively. In this example the successful bidder would be Bidder 1.

Technical Evaluation Score (TES)		Technical Merit Score TMS (TES/140 x 60)	Bidder's Price BP	Price Score PS (LP / BP x 30)	Oral Presentation Score OPS	Oral Presentation Merit Score OPMS (OPS/60 x 10)	Overall Score OS (TMS+PS+OPMS)
<b>Bidder 1</b>	120	$120 / 140 \times 60 = 51.42$	1,756,000	$1,606,000 / 1,756,000 \times 30 = 27.43$	58	$58/60 \times 10 = 9.66$	88.51
<b>Bidder 2</b>	112	$112 / 140 \times 60 = 48$	1,606,000 = Lowest Price (LP)	$1,606,000 / 1,606,000 \times 30 = 30.00$	30	$30/60 \times 10 = 5$	83.00
<b>Bidder 3</b>	120	$120 / 140 \times 60 = 51.42$	1,900,000	$1,606,000 / 1,900,000 \times 30 = 25.35$	48	$48/60 \times 10 = 8$	84.77

\*Bidder 1 achieved the highest combined rating between technical merit, oral presentation and price. As such, it would be recommended for contract award.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) 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#>).

- (b) 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.
- (c) 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.
- (d) The Bidder must provide the Contracting Authority with a completed Appendix D 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 Appendix D, 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**

- (a) The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

#### **5.2.3.2 Education and Experience**

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

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

### **6.1 Security Requirements**

6.1.1 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 sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 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.

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 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**

(a) The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

(b) The Statement of Work and its annexes are deemed to include not only the particular kind of Work mentioned, but also labour, services, rentals, travel, material, matters and things necessary for the execution, completion and delivery of the Work.

#### **7.1.1 Optional Services**

The Contractor grants to Canada the irrevocable option to acquire the services described at Section 8 of the Statement of the Work under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **7.1.2 Task Authorization**

The Work described as Minor Works; Project Delivery Services; on-call cleaning services and optional services in the Statement of Work in Appendix A to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **7.1.2.1 Task Authorization Process**

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

##### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize in writing individual Task Authorizations up to a limit of \$24,999 Applicable Taxes included, inclusive of any revisions.

The Technical Authority may authorize in writing individual Task Authorizations between \$25,000 and \$500,000 and, Applicable Taxes included, inclusive of any revisions.

Any Task Authorization to be issued in excess of the \$500,000 limit must be authorized in writing by the Contracting Authority before issuance.

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

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

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

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

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

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

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than twenty (20) calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

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

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### 7.1.2.5 Basis of payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized Task Authorization, in accordance with the Pricing Schedule at Appendix F.

Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Custom duties are included and Applicable Taxes are extra.

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

## 7.2 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.

They are available at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/18>

### 7.2.2 Supplemental General Conditions

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

They are available at the following website address:

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

## 7.3 Security Requirements

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

### SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS

#### PWGSC FILE #: 08C54-190430, REQUEST FOR PROPOSAL (RFP), RELIABILITY, SITE ACCESS

The following foreign security clauses must be inserted into the solicitation documentation:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming **Contractor/Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient **Contractor/Subcontractor**

incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract/subcontract**.

1. The Foreign recipient **Contractor/Subcontractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

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

i. The Foreign recipient **Contractor/Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.

ii. The Foreign recipient **Contractor/Subcontractor** 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/Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.

iii. The Foreign recipient **Contractor/Subcontractor** 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/Subcontractor'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/subcontract**.

iv. The Foreign recipient **Contractor/Subcontractor** must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:

- (a) Personnel have a need-to-know for the performance of the contract/subcontract;
- (b) Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
- (c) The Foreign recipient Contractor/Subcontractor 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 Canadian restricted sites to a foreign recipient Contractor/Subcontractor for cause.

3. **CANADA PROTECTED** information/assets provided or generated pursuant to this **contract/subcontract** 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.

4. Until the Foreign recipient **Contractor / Subcontractor** has provided the Canadian DSA with the required written personnel security screening assurances, the foreign recipient **Contractor /**

**Subcontractor** personnel MUST NOT ENTER "Government of Canada" or "Contractor" sites without an escort who holds the appropriate Personnel Security Clearance at the required level. An escort is defined as "a Government of Canada" or "Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.

5. The foreign recipient **Contractor/Subcontractor** requiring access to Canadian restricted sites, under this **contract/subcontract**, must submit a Request for Site Access to the Chief Security Officer of Global Affairs Canada.

6. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this **contract/subcontract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.

8. The Foreign recipient **Contractor/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Appendix C.

## **7.4 Term of Contract**

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

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

### **7.4.2 Contract Initiation**

The Transition Period Work, in accordance with Section 9 of Appendix A "Statement of Work", is to be performed from date of Contract to Contract Operational Start Date inclusive. Contract Operational Start Date is March 28, 2021

### **7.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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:

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

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Name: Hakim Ghoumrassi  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 819-664-7321  
E-mail address: [hakim.ghoumrassi@tpsgc-pwgsc.gc.ca](mailto:hakim.ghoumrassi@tpsgc-pwgsc.gc.ca)

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

### 7.5.2 Project Authority

“TO BE PROVIDED AT contract award”

The Project Authority for the Contract is:

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

In its absence, the Project Authority is:

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

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

### 7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name:  
Title:  
Organization:

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

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Address:  
Telephone:  
E-mail address

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

#### 7.5.4 Contractor's Representatives

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

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

#### 7.5.5 Contractor Facility Manager (CFM)

The name and particulars of the person to be responsible for all aspects of the Contract, lead the team, coordinate and report on day-to-day Work with the Project Authority and Occupants as required.

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

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

7.5.6.1 The Contractor confirms that the name of the joint venture is and that it is comprised of the following members: [Note to Bidders: Canada will list all the joint venture members named in the Contractor's original bid in any contract awarded to a joint venture bidder].

7.5.6.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- (a) has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (c) payments made by Canada to the representative member will act as a release by all the members.

7.5.6.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

7.5.6.4 All the members are jointly and severally or solitarily liable for the performance of the entire Contract.

7.5.6.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

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

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

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**

The Contractor will be paid as per Appendix F, Pricing Schedule, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

### **7.7.2 Limitation of Expenditure**

#### **7.7.2.1 Limitation of Price: Management Fees – Property and Facility Management Services (PFMS) Fees**

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 Appendix F, Pricing Schedule, for a cost of ¥ ----- (Insert the amount at contract award as Per Bid Form Table 1.1). 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7.7.2.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- I. when it is 75% committed, or
  - II. four months before the contract expiry date, or
  - III. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Method of Payment - Monthly Payment**

**7.7.3.1** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions and Annex C - Reporting Requirements of the Contract if:

- (a) an accurate and complete invoice along with notes, certificates and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada;
- (d) with respect to all parts of the Work for which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of Canada that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
- (e) in the case of payment for finished Work, the finished Work has been completed in accordance with the Contract to the satisfaction of Canada.

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

**7.7.3.3** Partial Payments of invoices may be authorized by Canada.

**7.7.3.4** Provided that the Contractor has complied with all terms and conditions as outlined in Article 7.7.3.1, the claim will be paid within 30 days of receipt and acceptance by Canada. Each monthly claim shall show the details described below.

**7.7.3.5** For Property and Facility Management Services, show a line item for allowable costs of Property and Facility Management Services and a line item for Property and Facility Management Services fees at a building level. The payment of Property and Facility Management Services allowable costs will be based on the approved Milestone Payment Schedule as set out in Appendix F, Pricing Schedule. The Contractor shall be paid the allowable costs for that month, together with 1/12 of the Property and Facility Management Service fee, less the performance holdback portion, as set forth in Appendix F, Pricing Schedule.

**7.7.3.6** For Minor Works, show a line item for Minor Works allowable costs and a line item for Minor Work Services fees at the building level. The Contractor shall be paid the allowable costs upon completion of each Minor Work, together with the associated Minor Work Services Fee at the building level, less the performance holdback portion, as set forth in Appendix F, Pricing Schedule.

**7.7.3.7** For Project Delivery Services valued between \$10,000 and \$24,999 show a line item for Project Delivery Services allowable costs and a line item for Project Delivery Services Fees at the building level. The Project Delivery Services allowable costs will be based upon the work performed in the month of the invoice. The Contractor shall be paid the allowable costs for that month, together with the associated

Project Delivery Services Fee at the building level, less the performance holdback portion, as set forth in Appendix F, Pricing Schedule.

**7.7.3.8** For Project Delivery Services valued between \$25,000 to \$499,999 show a line item for Project Delivery Services allowable costs and a line item for Project Delivery Services Fees at the building level. The Project Delivery Services allowable costs will be based upon the status of the Work performed to date. On the 1st day of the month, the Contractor will present to the Technical Authority the Task Authorization Detail Report Annex C – Reporting Requirements, with a percentage completion indicated for each project up to the last day of the previous month. The Project Delivery Services Fee at the building level as set out in Appendix F, Pricing Schedule, will be applied to the status of the Work performed to date. The Contractor shall be paid the allowable costs for each project, together with the associated Project Delivery Services Fee at the building level, less the performance holdback portion, as set forth in Appendix F, Pricing Schedule.

**7.7.3.9** For Optional Services valued over \$500,000, show a line item for Optional Services allowable costs and a line item for Optional Services Fees at the building level. The Optional Services allowable costs will be based upon the status of the Work performed to date. On the 1st day of the month, the Contractor will present to the Technical Authority the Task Authorization Detail Report Annex C – Reporting Requirements, with a percentage completion indicated for each optional service up to the last day of the previous month. The Optional Services Fee at the building level as set out in Appendix F, Pricing Schedule, will be applied to the status of the Work performed to date. The Contractor shall be paid the allowable costs for each optional service, together with the associated Optional Services Fee at the building level, less the performance holdback portion, as set forth in Appendix F, Pricing Schedule.

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

The Contractor accepts to be paid using 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)

#### **7.7.5 Contractors Audited Cost Statement**

This section applies in addition to section [2035 31 \(2020-05-28\) \(“Accounts and audits”\)](#) contained in the General Conditions of the Contract.

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

**7.7.5.2** The Audit Terms of Reference will detail the methodology and procedure to be used to audit the Costs and Fees pursuant to the Contract in a given Government Fiscal Year. The Audit Terms of Reference must include a Cost Statement template that shows the level of detail and format to be used to demonstrate the Allowable Costs and the Fees payable, as set out in the

Basis of Payment. The Cost Statement template must contain a breakdown for each service.

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

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

### **7.7.6 Reporting**

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

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

### **7.7.7 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **7.8 Invoicing Instructions**

7.8.1 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'

7.8.2 The Contractor shall submit a claim for payment to the Project Authority on the 5th day of each month for payment.

7.8.3 The Contractor must submit individual invoices, at the building level, for each item below.

- (a) The amount invoiced for Property and Facility Management Services for that month;
- (b) The amounts invoiced for Minor Works
- (c) The amounts invoiced for Project Delivery Services
- (d) The amount invoiced for each Optional Service for the previous month.
- (e) The amount for any other service, as directed by the Project Authority.
- (f) Any update to amounts invoiced, for each service, in previous months of the current year.

7.8.3.1 Each invoice must show, for each amount claimed, breakdown including:

- (a) Allowable Costs;
- (b) Applicable Fees;
- (c) Performance Holdback;
- (d) Taxes; and,

(e) Any detail or further breakdown of Allowable Costs or Fees requested by the Project Authority.

7.8.3.2 Invoices must be distributed as follows:

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

## **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.

### **7.9.3 SACC Manual Clauses**

The following clauses apply and form part of the contract:

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

### **7.10 Applicable Laws**

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

However, the Contractor must comply with all local laws of public policy that pertain to or otherwise affect his/her performance at the Work site.

### **7.11 Sovereign Immunity**

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

### **7.12 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the 2035 general conditions - Higher Complexity - Services (2020/05/28);
- (c) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) Appendix A, Statement of Work;
- (e) Appendix F, Pricing Schedule;
- (f) Appendix C, Security Requirements Check List;
- (g) Appendix J, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated , (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on " or ", as amended on " and insert date(s) of clarification(s) or amendment(s)).

### **7.13 Insurance Requirements**

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

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

7.13.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.14 Limitation of Liability- Indemnification by the Contractor**

7.14.1 The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

7.14.2 The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- (a) In respect to losses for which insurance is to be provided pursuant to Insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in Appendix J "Insurance Requirements".
- (b) In respect to losses for which insurance is not required to be provided in accordance with Insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

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

7.14.3 The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

7.14.4 The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

7.14.5 Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### **7.15 Government Site Regulations**

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

#### **7.16 Language of Services**

7.16.1 Where services are provided or made available by the Contractor on behalf of the Crown, any member of the public in Canada or elsewhere can communicate with and obtain those services from the Contractor in either official language in any case where those services, in the opinion of the Minister if provided by Canada, would be required under Part IV of the Official Languages Act to be provided in either official language.

7.16.2 The contractor must also be prepared to provide all services (reports, correspondence and communications) described within the Statement of Work in either official language as and when requested by Canada.

#### **7.17 Dispute Resolution**

7.17.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

7.17.2 The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

7.17.3 If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

7.17.4 Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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

7.18.1 The Technical Authority may take all or any portion of the Work out of the Contractor's hands and may employ such means as it sees fit to complete the Work, by giving notice to the Contractor in any of the following cases:

- (a) if the Contractor has defaulted in executing the Work or any portion thereof to the satisfaction of the Project Authority and the Technical Authority has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues after such notice;
- (b) if the Contractor has defaulted in the completion of any part of the Work within the time fixed for its completion by the Contract;
- (c) if the Contractor has become insolvent;
- (d) if the Contractor has committed an act of bankruptcy;
- (e) if the Contractor has abandoned the Work;
- (f) if the Contractor has made an assignment of the Contract without the consent of Canada; and
- (g) if the Contractor fails to meet the agreed upon Key Performance Indicator levels for more than three consecutive quarters.

7.18.2 If the Work and any portion thereof is taken out of the Contractor's hands under this clause the obligation of Canada to make payments to the Contractor in respect of the Work or any portion thereof so taken out of the Contractor's hands will cease and no further payments will be made to the Contractor in respect thereof unless the Technical Authority certifies that no financial prejudice will result to Canada from the default of the Contractor.

7.18.3 The Contractor will not be relieved of any legal or contractual obligations other than the physical execution of that portion of the Work so taken out of the Contractor's hands.

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

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

7.19.1 The taking of the Work or any part thereof out of the Contractor's hands pursuant to the above, Taking the Work out of the Contractor's Hands, does not operate so as to relieve or discharge the Contractor from any obligation under the Contract or imposed upon it by law except the obligation to complete the performance of that part of the Work that was taken out of its hands.

7.19.2 If the Work or any part thereof is taken out of the Contractor's hands pursuant to the above, Taking the Work out of the Contractor's Hands all plant and material and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor under the Contract with respect to the Work or any portion thereof taken out of the Contractor's hands will be the property of Canada without additional compensation to the Contractor.

7.19.3 When the Project Authority or Technical Authority certifies that any plant, material, or any

interest of the Contractor acquired pursuant to the above is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that plant, material or interest, title to such plant, materials or interest will revert to the Contractor.

## **7.20 Government Smoking Policy**

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

## **7.21 Anti-terror**

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

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

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
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08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX "A"**

### **STATEMENT OF WORK**

**(See attached SOW and its Annexes)**

## **APPENDIX “B”**

### **TECHNICAL EVALUATION CRITERIA**

#### **1.0 Mandatory Technical Criteria (MT)**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet all of the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately

##### **MT1 - PFMS Experience**

The Bidder must possess a minimum of five (5) years of experience in providing property and facilities management services of similar size and scope as identified in Appendix A - Statement of Work for office space totalling at least 100,000 square meters.

The provision of these services must have been continuous for at least a 36-month period within the last five (5) year period prior to solicitation closing date.

The Bidder must demonstrate its experience by providing the following for each portfolio named for this mandatory:

- Mandatory 1.1 - description of the portfolio(s) under management; description of the services provided, demonstrating how these are of similar scope to the Property and Facility Management Services described in this Solicitation;
- Mandatory 1.2 - total square metres of office space;
- Mandatory 1.3 - period of time under management (start and finish dates); and
- Mandatory 1.4 client's business name and references related to the experience identified in Mandatory 1.1 including the client's contact person, with his or her phone number.

##### **MT2 - PDS Experience**

The bidder must have delivered projects in an occupied building, of similar scope, to the Project Delivery Services, described in this Solicitation related to office space. The bidder must have delivered project(s) where the combined annual value of Work is at least \$1,000,000 within a consecutive 24-month period during the past three (3) years prior to solicitation closing date.

The Bidder must demonstrate its experience by providing the following:

- Mandatory 2.1 - description of a minimum of 5 (five) sample projects under management, with at least one (1) of the projects valued at a minimum of \$500,000;
- Mandatory 2.2 - description of how the project(s) are of similar scope to the Project Delivery Services described in the solicitation;
- Mandatory 2.3 - start and finish dates;
- Mandatory 2.4 – describe the exact roles and responsibilities of your firm for the projects included in your response to Mandatory 2.1.
- Mandatory 2.5 –references related to two of the projects identified in Mandatory 2.1 including the client's contact person, with his or her phone number.

#### **2.0 Point Rated Technical Criteria Evaluation (RT)**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately.

Bids that do not obtain the required minimum points specified for each criterion and obtain a minimum of 84 points overall for the technical evaluation criteria will be given no further consideration.

**Table 2.1 Technical Criteria Evaluation Scale**

#	Point Rated Technical Criteria	Minimum Number of Points Required Per Criteria	Maximum Number of Points per Criteria
RT1	Organization and Management	18	30
RT2	Information Management and Reporting	9	15
RT3	Expenditure and Subcontract Management	12	20
RT4	Occupational Health and Safety	12	20
RT5	Quality Management Program	12	20
RT6	Transition Management	6	10
RT7	Project Delivery	15	25
Overall Maximum Points Available			<b>140</b>
Overall Minimum Points Required			<b>84</b>

**Table 2.2 Generic Evaluation Table**

The Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

Scores will be distributed as follows:

- 0 – receives 0% of the weighting assigned to a criterion
- 2 – receives 20% of the weighting assigned to a criterion
- 4 – receives 40% of the weighting assigned to a criterion
- 6 – receives 60% of the weighting assigned to a criterion
- 8 – receives 80% of the weighting assigned to a criterion
- 10 – receives 100% of the weighting assigned to a criterion

Did not submit information which could be evaluated (0)				
<b>INADEQUATE (2)</b>	<b>WEAK(4)</b>	<b>ADEQUATE(6)</b>	<b>FULLY SATISFACTORY(8)</b>	<b>STRONG(10)</b>
Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
Bidder does not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

**Table 2.3 Point Rated Technical Criteria (RT)**

The Bidder should describe its approach and include any supporting information for each of the rated criteria.

#	Bid Preparation Instructions	Weighting
<b>RT1 – Organization and Management (30 points)</b>		
RT1	<p><b>RT 1.1 -Bidder proposed organization and description</b></p> <p>The Bidder should provide the organizational chart proposed to deliver all Property and Facility Management elements of Appendix A, SOW and explain how it will be effective for Canada. Including:</p> <ul style="list-style-type: none"> <li>• identify the various positions proposed including type, discipline and quantity;</li> <li>• provide a description of the roles and responsibilities for each of the above</li> </ul>	Up to 10 points

#	Bid Preparation Instructions	Weighting
	<p>position;</p> <ul style="list-style-type: none"> <li>• indicate which services will be delivered through the use of internal resources and which will be delivered through subcontractors (include company names where known);</li> <li>• describe how the Command Centre will remain covered throughout Non-Peak Hours (number of resources and back-up availability);and</li> <li>• describe how vacation coverage or resource absences will be managed.</li> </ul>	
	<p><b>RT 1.2 - Bidder core competencies</b></p> <p>The Bidder should describe experience they have in successfully providing specialists in these key disciplines and how this will benefit Canada:</p> <ul style="list-style-type: none"> <li>• Property and facility management;</li> <li>• Project management;</li> <li>• Quality management;</li> <li>• Subcontracting and procurement;</li> <li>• Occupational health and safety;</li> <li>• Environmental; and</li> <li>• IM/IT.</li> </ul> <p>The Bidder should describe its experience in engaging in specialists in additional, related areas (Heritage, Seismic, etc.).</p>	<p>Up to 10 points</p>
	<p><b>RT 1.3 - Standard Operating Procedures (SOPs).</b></p> <p>The Bidder should provide at least two sample SOPs which outline the delivery methodology.</p> <ul style="list-style-type: none"> <li>• One SOP should be related to maintenance management</li> <li>• One SOP should be related to analyses of service calls, identification of trends and preparation of corresponding action plan(s).</li> </ul>	<p>Up to 5 points</p>
	<p><b>RT 1.4 Human Resource Management</b></p> <p>The Bidder should describe the type of professional standards for education, professional qualifications, skills, and experience it requires to deliver the services outlined in the SOW.</p> <p>The Bidder should include:</p> <ul style="list-style-type: none"> <li>• How it manages personnel (e.g. performance issues,) including disciplinary policy and ensuring timely replacement of personnel as appropriate;</li> <li>• Training methods and procedures to support applicable certifications and</li> </ul>	<p>Up to 5 points</p>

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

#	<b>Bid Preparation Instructions</b>	<b>Weighting</b>
	personnel growth: <ul style="list-style-type: none"><li>• Strategy for scheduling the work of resources (e.g. technicians, supervisor, etc.) and</li><li>• Capacity to provide additional, trained personnel when requested (during peak or off-peak hours).</li></ul>	

<b>RT2 – Information Management and Reporting (15 points)</b>		
RT2	<p><b>RT 2.1 – Reporting</b></p> <p>The Bidder should describe the existing process and approach to meeting customer reporting and data needs including how Canada’s requirements will be met:</p> <ul style="list-style-type: none"> <li>• Frequency, information description, reporting format and media;</li> <li>• Key business application systems used and process to ensure accuracy and data quality;</li> <li>• Existing business relationships with service providers if a third party is contracted to provide IM/IT services;</li> <li>• Approach to information management, tracking and reporting including data and information provided by the Bidder for verification and audit purposes; and</li> <li>• Any systems the Bidder wishes to propose which may provide additional operational reporting and could be of value to Canada. The Bidder may propose access, for Canada, to these systems to facilitate the management of service delivery.</li> </ul>	Up to 5 points
	<p><b>RT 2.2 – System Architecture</b></p> <p>The Bidder should provide a high level design and description of system architecture / key equipment connectivity.</p> <p>The Bidder should outline which communication protocols will be used along with description of when and where used within the system architecture.</p>	Up to 2 points
	<p><b>RT 2.3 – Information Protection</b></p> <p>The Bidder should describe all industry recognized security safeguards taken to ensure the protection of electronic data while in process, transit, and at rest.</p> <p>The Bidder should describe existing change management procedures, back-up and restore procedures, disaster recovery procedures and information security and confidentiality procedures.</p>	Up to 5 points

	<p><b>RT 2.4 - Online Management System</b></p> <p>If leveraging an online request submission system and; or a building automation management online system, include providing access, for Canada, to these systems, the Bidder should:</p> <ul style="list-style-type: none"> <li>• Name and describe the proposed systems and functionality</li> <li>• Identify the geographic location of the hosted services and data</li> <li>• Include the interconnectivity requirement (e.g. special firewall rule, port or services are required)</li> <li>• Identify or provide technical minimum requirement (software installation, URL, etc.)</li> <li>• Propose the access approach and the training required by Canada to access the systems</li> <li>• Provide URL of the online submission system or building automation management system</li> </ul>	<p>Up to 3 points</p>
<p><b>RT3 Financial and Subcontractor Management (20 points)</b></p>		
<p>RT3</p>	<p><b>RT 3.1 - Financial and Expenditure Management</b></p> <p>The Bidder should describe how it will meet this Solicitation's requirements for budgeting, expenditure management, and the associated tracking and reporting to Canada.</p> <p>The Bidder should provide examples of additional elements that could be included in the annual Operations and Maintenance budgets (e.g. annual license or certification).</p> <p>The Bidder should describe how it will verify costs. The Bidder should reference its cost accounting practices in its response.</p>	<p>Up to 5 points</p>
	<p><b>RT 3.2 Budget Submission Template</b></p> <p>The Bidder should complete the Budget Submission Template (Appendix B-1) and show how the Operational and Maintenance (O&amp;M) budget would be spent over 12 months. The details should reflect the proposed maintenance and service contract cycles.</p> <p>The Bidder should describe how they will forecast, manage and invoice for the O&amp;M budget throughout the year.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• The financial details in Appendix B-1 are for illustration purposes only.</li> <li>• Prices for the PFMS Management Fees, Building Dedicated Labour and Cleaning must appear in the financial bid only. No such prices must be indicated in any other section of the bid except Appendix H.</li> </ul>	<p>Up to 10 points</p>

	<p><b>RT 3.3 - Subcontractor Management</b></p> <p>The Bidder should describe its competitive pre-qualification and subcontracting process. The Bidder should describe how it reflects industry practices and realizes value-for-money.</p> <p>The Bidder should describe how it will create and manage a Rotational Subcontractor list to deliver operational and Minor Works.</p>	<p>Up to 5 points</p>
<p><b>RT4 - Occupational Health and Safety (20 points)</b></p>		
<p>RT4</p>	<p><b>RT 4.1 – Health and Safety Program</b></p> <p>The Bidder should provide a detailed description of its Occupational Health and Safety Program. The description should outline associated policies, procedures and work instructions.</p> <p>The Bidder should describe its training approach and how it monitors staff and subcontractor performance to ensure they maintain a healthy and safe working environment.</p>	<p>Up to 6 points</p>
	<p><b>RT 4.2 – Measures related to safety codes</b></p> <p>The Bidder should describe how it adheres to all applicable health and safety measures (including by National Canadian and Japanese codes).</p> <p>The Bidder should describe how it prevents accidents within the Chancery, Canada Court and associated work-sites.</p>	<p>Up to 7 points</p>
	<p><b>RT 4.3 – Constructor Role</b></p> <p>The Bidder should provide details on its approach to exercise overall control and responsibility for the workplace with respect to occupational health and safety matters in relation to all Work being carried out in the workplace, <u>including any projects not managed by Bidder.</u></p> <p>The Bidder should describe how it plans on managing subcontractors work they are in the buildings (including those who only work for short durations).</p>	<p>Up to 7 points</p>
<p><b>RT5 - Quality Management Program (20 points)</b></p>		
<p>RT5</p>	<p>The Bidder should describe how it intends to deliver its own internal quality management activities related to the SoW</p> <p>The Bidder should:</p> <ul style="list-style-type: none"> <li>• Describe its current QM policy, associated processes, and its quality control measures.</li> <li>• Provide examples of internal quality standards and guidelines.</li> <li>• Provide examples of how client Key Performance Indicators will be met.</li> <li>• Explain which system was chosen (e.g. ISO9001, ISO14000, continuous improvement, etc.) and how it will benefit GAC.</li> </ul>	<p>Up to 5 points</p>

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

	<p>The Bidder should describe how its Quality Management Program is utilized at the operational level by its staff for quality assurance and reporting requirements. including quality standards and guidelines for staff and inspection and reporting procedures.</p>	<p>Up to 10 points</p>
	<p>The Bidder should describe its understanding of non-conformances.</p> <p>The Bidder should outline its process to identify non-conformances, determine the root cause and implement corrective actions.</p>	<p>Up to 5 points</p>

<b>RT6 – Transition Plan (10 points)</b>		
RT6	<p><b>RT 6.1 - Contract initiation</b></p> <p>The Bidder should describe the steps involved to ensure the requirements in the SOW can be met upon the Contract start date.</p> <p>The Bidder should describe its proposed start-up plan, for the key activities, including but not limited to,</p> <ul style="list-style-type: none"> <li>• Communications strategy (including all stakeholders and contacts),</li> <li>• Staffing plans,</li> <li>• Set up of IM/IT requirements</li> <li>• Subcontracting plans,</li> <li>• Risks and mitigation strategy.</li> </ul> <p>The Bidder should describe how this will be effective and ensure uninterrupted services to Canada, its Occupants and the general public.</p>	Up to 7 points
	<p><b>RT 6.2 - Contract completion</b></p> <p>The Bidder should describe an exit plan to be used at Contract Completion.</p> <p>The Bidder should describe how it will work effectively with all parties (including the incoming contractor) to deliver a smooth transition at the at the end of the contract.</p>	Up to 3 points
<b>RT7 – Project Delivery (25 points)</b>		

RT7	<p><b>RT 7.1 – Project Team Structure</b></p> <p>The Bidder should provide its proposed project team structure (and organizational chart) to deliver all Project Delivery elements of the SOW.</p> <p>The Bidder should describe the capabilities, skillset and resource strength of the project team including the number or resources and experience of the various professional/occupational disciplines.</p> <p>The Bidder should describe any supporting Centres of Expertise.</p> <p>The Bidder should provide an example of the experiences and skills for each for the project positions identified in Appendix H – Table 4.24.</p> <ul style="list-style-type: none"> <li>• Senior Project Manager</li> <li>• Junior Project Manager</li> <li>• Construction Manager</li> <li>• Heritage Specialist</li> <li>• Quantity Surveyor</li> <li>• Health &amp; Safety Specialist (Project related)</li> <li>• Commissioning Resource</li> </ul>	Up to 10 points
	<p><b>RT 7.2 – Resource Demands</b></p> <p>The Bidder should describe how it will plan for and balance Canada's requirements with its available project delivery resources.</p> <p>The Bidder should describe how it will ensure thorough and timely completion of GAC projects when there are competing demands (time and resources) from other client contracts.</p> <p>The Bidder should describe how it ensures that it can deliver projects simultaneously without causing undue delays to Canada.</p>	Up to 5 points
	<p><b>RT 7.3 – Communication Planning</b></p> <p>The Bidder should describe its communication strategies (medium and approach) for all required stakeholders throughout the project schedule.</p> <ul style="list-style-type: none"> <li>• Canada property team</li> <li>• Occupants</li> <li>• Subcontractors</li> <li>• Others</li> </ul>	Up to 5 points

	<p><b>RT 7.4 – Project Planning</b></p> <p>The Bidder should provide a description of its approach to developing options and planning work in an occupied environment.</p> <p>The Bidder should describe its risk mitigation approach (for example, health and safety concerns and the prevention of incidents that could result in operational interruptions).</p>	<p>Up to 5 points</p>
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### 3.0 Bidder Oral Presentation

#### Presentation Details

Bidders that pass the mandatory and the point rated technical evaluation requirements must deliver one (1) oral presentation through videoconference or in person (**date and time to be confirmed**).

The Contracting Authority will communicate with each eligible Bidder to schedule a date and time for the oral presentation. A confirmation and details will follow at least five (5) regular business days before the oral presentation. Bidders must be available to present on the confirmed date and time. The proposed dates and times are not negotiable once confirmed.

The live presentation must be conducted, in English, at no cost to Canada. The Bidders may utilize a simultaneous interpreter, at their discretion and cost. Bidders are reminded about provisions regarding bid costs found at [Standard Instructions 2003-15 \(2007-05-25\) Bid costs](#).

The Oral Presentation is worth 10% of the overall Bidder score. Bidders will be evaluated in five (5) sections and the maximum allowable score for the presentation is 60 points. The presentation is evaluated in accordance with the Evaluation Grid (Table 2.2- Generic Evaluation Table). Each Bidder presentation will not be longer than 3.5 hours (including a 20-minute break).

The purpose of the presentation session is to validate the Bidders' understanding and capabilities included in their written response to the mandatory and Rated Technical Criteria.

The following will be evaluated in all sections of the evaluation:

- Communication Skills: clarity and effectiveness;
- Bidder Functionality: processes, software solutions and resource capabilities
- Overall Presentation: structure, strategic thinking, proactivity, precision; and
- Approach to client relationship: responsiveness, tact, and engagement.

The Bidder should provide a brief introduction and an overview of their presentation in order to orient the evaluation team to the agenda for the session. During the presentation, the Bidder may be asked a series of questions related to the Bidder's written responses.

It is at the Bidder's discretion to determine the appropriate Bidder participants however Bidders must limit the number of participants to a total of 10 individuals. The evaluation team could include approximately 6-8 individuals (in-person or remote attendance).

#### Section 1– Property Management Component (Up to 15 points)

Part 1 (8 points) – Please walk us briefly through how you believe your organization is well positioned to deliver the services outlined in this contract. The presentation should include information on:

- How you deliver property management services in an occupied building.
- How you adhere to mandated industry standards when doing maintenance on building systems and equipment.
- Further describe how you intend on managing the Command Centre and what activities that individual(s) will be responsible for.
- Further describe how you intend on backfilling for any staffing shortages.
- Further describe how your internal corporate specialists will support Canada requirements.

Part 2 (7 points) – Please describe your organization's overall approach to using subcontractors. The presentation should include information on:

- Your rationale for utilizing internal resources versus subcontracted services.
- Your approach to subcontractor orientation and oversight.
- How your procurement policies and procedures ensure your subcontractors are qualified, reputable, available and represent good value for money.

## **Section 2 – Project Component (Up to 15 points)**

Part 1 (8 points) – Please describe how your organization delivers similar projects in an occupied building. The presentation should include information on:

- How your organization adheres to mandated industry standards when delivering a project.
- Further describe how your internal corporate specialists will support Canada requirements.
- Provide an example regarding how you work with multiple subcontractors at the same time when delivering one or more projects.
- How you would manage the site from a security and H&S perspective, given the unique operational requirements of the Embassy.

Part 2 (7 points)– Please provide a brief, successive iteration of the project plan as it moves through the life cycle. Details should include:

- Who, within your organization, is responsible for and how are project options developed.
- An explanation of the processes used for estimating timeframe, labour and cost components and how the cost estimate is managed throughout the project delivery schedule.
- How you communicate with the client (GAC property team), outside authorities or occupants to plan and deliver the work.
- What project close-out process is used for subcontractor evaluation and customer satisfaction.

## **Section 3 – Financial Component (Up to 10 points)**

Please describe how you completed the Budget Submission Template. . The presentation should include information on:

- How the approved budget will be subsequently implemented, monitored, adjusted and reported on over the course of the year.
- How you determine Best Value as it relates to the PFMS and PDS delivery (both internal resources and subcontractors). How will this be analyzed over the term of this contract?

## **Section 4 – Software Systems and Information Management (Up to 10 points)**

Part 1 (7 points)- Provide a live demonstration of the Bidder's existing software systems that will be used to meet the requirements of the Statement of Work. For the purposes of this demonstration, the scenario

involves receiving a call (during normal working hours) from an Occupant on the 5<sup>th</sup> floor. The urinal in the men's washroom is not working.

The demonstration should include:

- Follow the workflow for a service request and show how information is collected analysed, actioned, and reported on.
- The system's capability to perform data traceability (such as date stamping, logging of changes and updates along with supporting rationale and authorization, and identification of originator) and the capability to validate the information).
- The reporting capabilities that would be provided, to meet the requirements of the SoW.

Part 2 (3 points) – Please provide a brief description illustrating the computerized system architecture and the components. The details should include:

- Information on interconnectivity and communication with external sources/services (cloud or other) with a focus on communication protocols and security controls.
- Any internationally recognized frameworks, platforms, or controls used such as SOC 2 compliance.

### **Section 5 – Quality Component (Up to 10 points)**

Explain your organization's understanding of Quality Management Systems and how you use tools, people and processes to maintain your ISO Certification. The presentation should include:

- Which type of Key Performance Indicators you have experience with on similar contracts and how you have ensured alignment to these requirements.
- Describe when your lessons learned observations have been successfully applied to improve a process (continuous improvement).
- Describe the level of engagement and accountability across the organization (through to the team delivering the Canada contract).
- Describe your approach to non-conformance management.

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

**APPENDIX "B1"**

**BUDGET SUBMISSION TEMPLATE**

Instructions to Bidders																
- Bidders are to time-phase the Historical Spend (Column E) throughout a given year.																
- These costs are estimates FOR ILLUSTRATION PURPOSES ONLY only for the combined Canada Court portfolio.																
Budget Submission Template (to be completed by Bidder)	2019/20 Annual Costs	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	TOTAL Annual Costs Japanese	Canadian \$ Conversion Rate 0.012	Comments
Interior Cleaning (Bidder to provide in Appendix H)	Bidder to provide soumissionnaire doit fournir	N/A	N/A													
Waste Management	Included above	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Grounds and Landscaping	¥7,650,712	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Elevator Maintenance	¥6,184,312	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
F&L Safety Maintenance	¥6,471,350	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
HVAC Maintenance	¥12,690,106	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Building Automation System	¥1,371,837	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Chillers	¥2,743,675	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Boiler Maintenance (service contracts)	¥2,743,675	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Electrical Maintenance	¥3,513,675	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Power Generator Maintenance (service contracts)	¥2,945,331	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Pest Control	¥1,341,992	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Electricity	¥113,243,627	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Water & Sewage	¥26,589,284	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Natural Gas	¥27,436,195	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Trihalomethane analysis	¥60,000	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Legionella Testing	¥54,000	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Water Testing and Chemicals	¥345,000	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
Minor Works (all miscellaneous <\$10,000)	¥31,344,701	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥100	¥1,200	\$14	
<b>TOTAL Budget / Budget total</b>	<b>¥246,729,473</b>	<b>¥1,700</b>	<b>¥20,400</b>	<b>\$245</b>												
Consumption Tax (10%)	¥24,672,947	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥170	¥2,040	\$24	
<b>Combined Budget Estimates</b>	<b>¥271,402,420</b>	<b>¥1,870</b>	<b>¥22,440</b>	<b>\$269</b>												

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

**APPENDIX "C"**

**SECURITY REQUIREMENTS CHECK LIST**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 8C54-190430/001
Security Classification / Classification de sécurité Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
----------------------------------------------------------------------





Contract Number / Numéro du contrat 8C54-190430/001
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : The Contractor will be required to escort in Operational Zones only.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui



Contract Number / Numéro du contrat 8C54-190430/001
Security Classification / Classification de sécurité Unclassified

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

**APPENDIX "D"**  
**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)

**APPENDIX “E”**

to PART 5 OF THE BID SOLICITATION

**LIST OF NAMES FOR INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION**

**Requirements**

Section 17 of the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires Bidders, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder’s organizational structure:

- Bidders including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Bidders that are a partnership do not need to provide a list of names.

**Bidders may use this form to provide the required list of names with their bid submission.**

**List of Names**

Name	Title (If applicable)

## **APPENDIX "F"**

### **PRICING SCHEDULE**

The pricing schedule below covers the entirety of the payments to be made to the Contractor pursuant to the performance of the Contract. The Contractor will be reimbursed for the costs as determined in accordance with Section 1 Costs, paid fees determined in accordance with Section 2 Fees.

#### **Section 1: Costs**

##### **1.1 Costs - General**

1.1.1 The costs reimbursed to the Contractor will be the sum of the Allowable Costs which are reasonable and properly incurred in the performance of the Statement of Work, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada during Contract Initiation and applied consistently over time.

1.1.2 It is the responsibility of the Contractor to demonstrate the actual Allowable Costs that have been incurred in the performance of the Statement of Work. Only those Allowable Costs which the Contractor can demonstrate as having been incurred will be reimbursed to the Contractor.

1.1.3 Allowable Costs will be reimbursed to the Contractor without mark-up for overhead or profit.

1.1.4 Allowable Costs incurred between the date of Contract Award and the Contract Completion date will be reimbursed to the Contractor.

1.1.5 Costs not specifically identified as Allowable Costs will not be reimbursed to the Contractor and are included in the fees described in Section 2 Fees.

1.1.6 Only Costs of direct services Work will be reimbursed to the Contractor.

1.1.7 Only Allowable Costs that have been pre-authorized by the Technical or Project Authority, through the Task Authorization Process, in accordance with the Contract, will be reimbursed to the Contractor.

1.1.8 Reimbursement of Allowable Costs will be subject to audits from Canada. If the results of the audits from Canada show that there has been an overpayment, it must be promptly refunded to Canada in accordance with the Contract.

##### **1.2 Definition of Reasonable Cost**

1.2.1 A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a similar competitive business in the same or similar circumstances.

1.2.2 In determining the reasonableness of a particular cost, consideration will be given to:

- (a) whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Statement of Work;
- (b) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;

- (c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Canada and the public at large;
- (d) significant deviations from the established practices of the Contractor which may unjustifiably increase the costs; and
- (e) the Statement of Work, delivery schedules and quality requirements of the Contract as they affect costs.

### **1.3 Allowable Costs**

The following costs, unless identified as non-allowable in clause 1.4 Non-Allowable Costs, where authorized and demonstrated as having been incurred, are Allowable Costs and are reimbursable to the Contractor:

**Direct Labour Costs** - meaning the costs of the portion of gross wages or salaries, benefits and the Contractor's contributions to benefit plans and legislated programs such as Employment Insurance and Canada Pension Plan, incurred in the direct performance of the Statement of Work.

**Direct Subcontract Costs** - meaning the costs of subcontracts incurred in the direct performance of the Statement of Work.

**Direct Material Costs** - meaning the cost of materials used in the direct performance of the Statement of Work.

- i. These materials may include, in addition to materials purchased solely for the performance of the Statement of Work and processed by the Contractor, any other materials issued from the Contractor's general stocks.
- ii. Materials purchased solely for the performance of the Statement of Work must be charged at the net laid-down cost to the Contractor after cash discounts for prompt payment.
- iii. Materials issued from the Contractor's general stocks must be charged in accordance with the method as used consistently by the Contractor in pricing material inventories.

**Equipment Costs** – meaning the portion of costs of equipment used in the direct performance of the Statement of Work and purchased by the Contractor on behalf of Canada. These include costs of tools, , testing equipment and general building equipment, including ladders, portable generators, compressors, window cleaning equipment, hydraulic lifts and vehicles.

**Taxes** – meaning the costs of Goods and Services Tax, Harmonized Sales Tax and Provincial Sales Tax and Consumption Tax incurred in the direct performance of the Statement of Work.

**Building License, Certificate and Permit Costs** – meaning the costs of building licenses, certificates and permits incurred in the direct performance of the Statement of Work.

**Training Costs** – meaning the cost of training staff on new building systems and equipment, installed during the term of the Contract.

**Utility Costs** – meaning the amounts paid, on behalf of Canada, for utilities used in the direct performance of the Statement of Work such as energy, hydro and natural gas.

#### **1.4 Non-Allowable Costs**

Despite that the following costs may have been reasonable and properly incurred by the Contractor in the performance of the Statement of Work, they are considered Non-Allowable Costs and are not reimbursable to the Contractor. All Non-Allowable Costs as well as overhead and profit are included in the fees as described in Section 2 Fees.

The following are Non-Allowable Costs:

All costs, including indirect labour and subcontract costs, related to performance of Work which is overhead in nature and is required to facilitate the delivery of direct services. These include but are not limited to:

- 1) Costs related to human resources functions such as recruitment, hiring, training (except defined in 1.3, employee support and compensation;
- 2) Costs related to financial and accounting functions;
- 3) Costs related to development and maintenance of IM/IT systems;
- 4) Costs related to operation of IM/IT systems;
- 5) Costs related to legal services;
- 6) Costs related to administrative support;
- 7) Costs related to information systems data entry;
- 8) Costs related to subcontract management such as preparation of contract documents, tendering, evaluation and award, dispute resolution and subcontract administration including payment of subcontractors' and suppliers' invoices;
- 9) Costs to resolve disputes with Canada or third parties;
- 10) Costs related to the development or maintenance of the Contractor's policies and procedures;
- 11) Costs related to the set-up and implementation of the Contractor's quality management system including operational costs such as obtaining certifications, third party audits and development of quality assurance tools such as checklists and surveys.
- 12) Costs related to the set-up and implementation of the Contractor's Computerized Maintenance Management System and Help Desk system including operational costs such as subcontractors, training (for Contractor staff, subcontractors and identified Canada resources), development of management tools such as schedules, checklists and reporting
- 13) Costs of IM/IT hardware, firmware and software and related costs including software licenses (including all licenses for Canada to access the Contractor systems (limited functionality), internet service, websites, computers, notebooks, peripherals, and servers;
- 14) Costs of telecommunications equipment and services including telephones, fax machines, mobile and personal communication devices such as smartphones, tablets and accessories;
- 15) Applicable income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- 16) All insurance costs;

- 17) All costs related to Contract Financial Security;
- 18) Cost of Contractor's office space (excluding any space provided by Canada with the building) including expenses of a general nature such as power, heat, light, operation and maintenance, and recurring charges such as property taxes, rentals and depreciation costs;
- 19) Cost of Contractor's office furniture and office equipment;
- 20) Advertising;
- 21) Entertainment and hospitality expenses;
- 22) Costs related to licenses, dues, memberships, professional fees and subscriptions;
- 23) Uniform costs footwear, and Personal Protective Equipment (PPE);
- 24) General and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage, and other necessary administration and management expenses;
- 25) Selling, marketing and promotional expenses associated with the goods, services or both being acquired under the Contract;
- 26) Contractors Audited Cost Statement
- 27) The cost of travel and living; and
- 28) Any other costs, related to any or all Work, not specifically identified as an Allowable Cost in clause 1.3 Allowable Costs.

### 1.5 Direct Labour Costs

1.5.1 The Labour cost is payable to the Contractor at an Annual Cost per Contractor's approved full-time equivalent employee located in Government Furnished Accommodations (GFA) and at a Hourly Rate per Contractor's resources located outside of GFA. (see Table 1.5.3.1)

1.5.2 For the Contractor's approved employees located in Government Furnished Accommodations (GFA), the Annual cost is: (Per Bid Form).

Table 1.5.2.1: Direct Labour Cost

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	OPTION YEAR 5	OPTION YEAR 6
<b>YEAR</b>						
<b>Direct Labour Cost</b>	¥	¥	¥	¥	¥	¥

1.5.3 For the Contractor's resources located outside of GFA the Hourly Rates are: (Per Bid Form).

Table 1.5.3.1 – Hourly Rates (Year 1)

Service Category	HOURLY RATE	HOURLY RATE
	(Year 1) Normal Hours	(Year 1) Outside Normal Hours
1. Senior Building Engineer	¥	¥
2. Junior Building Engineer	¥	¥
3. HVAC Engineer	¥	¥
4. Senior Project Manager	¥	¥
5. Junior Project Manager	¥	¥
6. Construction Manager	¥	¥
7. Heritage Specialist	¥	¥
8. Quantity Surveyor	¥	¥
9. Health & Safety Specialist (Project related)	¥	¥
10. Commissioning Resource	¥	¥
11. Handyman	¥	¥
12. Plumber	¥	¥
13. First Class Electrician	¥	¥
14. Fire Alarm Technician	¥	¥
15. Cleaner	¥	¥
16. Cleaning Supervisor	¥	¥
17. Porter for Conference and Boardroom (set up)	¥	¥
18. Gardener	¥	¥
19. Painter	¥	¥
20. Other (Bidder to add any additional categories for consideration)	¥	¥

**Annual Adjustments**

The Contractor must notify the Contracting Authority in writing of the applicable Price Adjustment, no later than 30 days prior to the commencement of the new Contract Year, who will in turn verify the information and amend the Contract accordingly to reflect the revised Hourly Labour Rates. Until such time as the adjustments to the Hourly Labour Rates are made through a Contract amendment, the Firm Prices and Hourly Labour Rates valid for the last twelve-month period will be used with the necessary adjustment to be paid by Canada or credited by the Contractor promptly after execution of the amendment.

**\* ESCALATION CLAUSE**

The firm hourly rates detailed in the above table will be adjusted annually on the start date of each new Contract Year (starting with Contract Year 2 and for the whole period of the contract including the option periods) by the amount established based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index CPI for Japan, All-Items, published in e-Stat for the 12-month period ending 2 months prior to the new Contract Year Start date.

Example:

Contract Start Date: April 1, 2018

At the start of Contract Year 2 (i.e. April 1, 2019), the Contract Year 1 rates as stated in the Table above would be increased by 1.11% based on the following assumptions:

**% Change in Monthly CPI**

March 2018	1.3%
April 2018	1.3%
May 2018	1.1%
June 2018	1.1%
July 2018	1.5%
August 2018	0.9%
September 2018	0.6%
October 2018	1.3%
November 2018	0.6%
December 2018	0.9%
January 2019	1.1%
February 2019	1.6%

$13.3\% / 12 = 1.11\%$

To determine the Contract Year 3 rates, the Contract Year 2 rates calculated above would be adjusted using the same Japanese CPI and same formula with data for the March 2019 – February 2020 12-month period.

**1.6 Other Direct Expenses-Transition from the date of Contract award to the Operational Start Date**

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work described in the statement of work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

**1.7 Cleaning Services**

Table 1.7.1 Cleaning Costs

Month	Year 1
April	¥
May	¥

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

<b>Month</b>	<b>Year 1</b>
June	¥
July	¥
August	¥
Sept	¥
October	¥
November	¥
December	¥
January	¥
February	¥
March	¥
<b>Total Cleaning Services for Year 1</b>	<b>¥</b>
Year 2 (annual total)	¥
Year 3 (annual total)	¥
Year 4 (annual total)	¥
Option Year 5 (annual total)	¥
Option Year 6 (annual total)	¥
<b>Cleaning Services (entire term)</b>	<b>¥</b>

## 1.8 Periodic Cleaning

Table 1.8.1 Periodic Cleaning Costs

Space/Location	Element Details	Activity				Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
			Quarterly	6 Months	Annually						
Executive Dining Room	Floors - 100% wool carpet	Shampoo carpet with specific method and polisher for such carpets.			X	¥	¥	¥	¥	¥	¥
Conference Rooms, Meeting Rooms and Training Rooms	Floors - 100% wool carpet	Carpet shampoo (using appropriate soil extraction system)			X	¥	¥	¥	¥	¥	¥
Chancery	Interior Windows	Dust venetian blinds and clean glass	X			¥	¥	¥	¥	¥	¥
Chancery	Interior Windows	Take down venetian blinds - wash and re-hang			X	¥	¥	¥	¥	¥	¥
Chancery	Leather Upholstered Furniture	Clean using leather furniture product.	X			¥	¥	¥	¥	¥	¥
Chancery	Exterior wall cleaning	Clean using the high pressure water (must be scheduled during Off-Peak Hours)			X	¥	¥	¥	¥	¥	¥
Chancery	Exterior window cleaning	Clean glass and wipe window casings		X		¥	¥	¥	¥	¥	¥
Canada Court	Exterior window cleaning	Clean glass and wipe window casings		X		¥	¥	¥	¥	¥	¥
Chancery	4th floor ponds A and B	Empty water, cleaning inside, re-fill water		X		¥	¥	¥	¥	¥	¥
Canada Court - Recreation Centre	Swimming pool - Glass dome	Clean glass and wipe down casings			X	¥	¥	¥	¥	¥	¥
Parking Garage	Vertical surfaces, including walls, doors, pillars, glazing, etc.	Conduct a full cleaning			X	¥	¥	¥	¥	¥	¥
Parking Garage	Floors	Conduct an annual power			X	¥	¥	¥	¥	¥	¥

Solicitation No. - N° de l'invitation  
 08C54-190430/C  
 Client Ref. No. - N° de réf. du client  
 20190430

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 08C54-190430

Buyer ID - Id de l'acheteur  
 FK290  
 CCC No./N° CCC - FMS No./N° VME

		sweeping / power washing of entire area.									
Exterior Areas - Chancery	Exterior wall	Use high pressure water cleaning to clean exterior stone walls facing the 246 street			X	¥	¥	¥	¥	¥	¥
Chancery - All applicable areas	Floors - Wood	Clean floors using an appropriate wood cleaner; apply one coat of an approved non-slip wax or manufacturers recommendations.			X	¥	¥	¥	¥	¥	¥
Chancery - All applicable areas	Floors - Vinyl	Strip and refinish on a full floor			X	¥	¥	¥	¥	¥	¥
Official Residence	Kitchen	Deep cleaning			X	¥	¥	¥	¥	¥	¥
Chancery – 4th Floor	Kitchen	Deep cleaning			X	¥	¥	¥	¥	¥	¥
Official Residence	Chimney	Sweep and clean			X	¥	¥	¥	¥	¥	¥
Total Annual Cost						¥	¥	¥	¥	¥	¥
Total Periodic Cleaning (entire term)						¥					

**Section 2: Fees**

The Fees described in clauses 2.1 to 2.4 are payable to the Contractor. No other fees are payable to the Contractor. The Fees are inclusive of all overhead and profit and any Non-Allowable Costs incurred in the performance of the Contract.

**2.1 Management Fee - Property and Facility Management Services (PFMS Fee)**

2.1.1 The Contractor will be paid an all-inclusive firm Property and Facility Management Services (PFMS) Fee in twelve (12) equal monthly payments in accordance with the following table.

2.1.2 The Contractor's PFMS Fee is:

Period	Annual PFMS Fee	% Holdback of Annual PFMS Fee Total	Hold Back Portion of PFMS Fee	Total Monthly Payments
YEAR 1	¥	15%	¥	¥
YEAR 2	¥	15%	¥	¥
YEAR 3	¥	15%	¥	¥
YEAR 4	¥	15%	¥	¥
OPTION YEAR 5	¥	15%	¥	¥
OPTION YEAR 6	¥	15%	¥	¥
<b>TOTAL</b>	¥		¥	

(Applicable Taxes excluded)

2.1.3 The Annual Property and Facility Management Services Fee (PFMS) is payable for each month from the Operational Start Date to the Operational Completion Date. The PFMS Fee is not payable during the period between the Contract Award Date and the Operational Start Date.

2.1.4 The PFMS Fee is subject to a volume adjustment when buildings are added (Optional Services) or removed from the Contract. The PFMS fees of additional/removed buildings would be adjusted on a Prorated basis using the PFMS Fee at a cost per m<sup>2</sup>. Canada-owned inventory in square meters at the Contract Award date (36,318 m<sup>2</sup>).

2.1.5 PFMS Fee calculation breakdown includes: (*Per Bid Form*)

Note \* - this is strictly an example.

Item	Details	Costs
CEO		¥
Operations Director		¥
HR		¥
IT		¥
H&S		¥
QA		¥
Environment		¥
Commercial		¥
Finance/invoicing		¥
Payroll		¥
Business Development		¥
Human resource functions such as; recruitment, hiring, uniforms, training, stand-by or on-call, etc.;		¥
Licenses, dues, memberships, professional fees and subscriptions;		¥
Property – rent & service charges		¥
Sales & Marketing		¥
Company insurances		¥
Group contributions		¥
Industry affiliations		¥
Property – rent & service charges		¥
Sales & Marketing		¥
Additional space		¥
Staff Computers, phones, etc.		¥
Contractor's Audited Cost Statement (Refer to Part 7 – resulting contract clauses)		¥
Office costs (including paper, machines, forms, ledgers, other supplies and equipment)		¥
System Costs (including hardware, software, firmware and related costs including licenses– including #s) to deliver all services (Service Desk, CMMS, etc.)		¥
Cost associated with SaaS/Cloud-Based systems (if applicable)		¥
Insurances (for all PFMS, PDS and Optional Services)		¥
Profit		
<b>Total costs included in All-Inclusive PFMS Fee</b>		¥

## **2.2 Minor Works Services Fee (MWS)**

2.2.1 All work will be done through the Task Authorization Process and tracked individually.

2.2.2 The Minor Works Services Fee, expressed as a percentage (%), will apply to Minor Works (corrective maintenance, repairs or minor operational supplies or consumables) < \$10,000.

2.2.3 This MWS fee will be applied only to the allowable costs of Minor Works and excludes Contractor labour and applicable taxes. All other costs are to be included in the MWS Fee.

2.2.4 The Contractor will be paid an all-inclusive percentage-based MWS Fee.

2.2.5 The MWS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work.

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

2.2.7 The payable MWS Fee will be calculated by multiplying the percentage rate for MWS by the Allowable Costs of the MWS for the Work authorized by Canada and completed by the Contractor.

## **2.3 Project Delivery Services Fee (PDS)**

2.3.1 The Contractor is required to deliver project services in accordance with Appendix A - Statement of Work as described under Section 4 - Project Delivery Services;

2.3.2 All work will be done through the Task Authorization Process and tracked individually.

- (a) The Project Delivery Services Fee will apply to Projects between \$10,000 and \$499,999;
- (b) This PDS fee will be applied to the allowable costs of PDS and excludes Contractor labour costs and applicable taxes. All other costs are to be included in the PDS Fee;
- (c) The PDS Fee will be converted to a fixed amount for each project, based on the Class "A" estimate (projects over \$25,000) for the allowable costs of PDS. Canada will adjust the fixed amount fee proportionally downward if the tendered amount is less than 90% of the Class "A" estimate. If Canada requests a change order increasing or decreasing the scope of the project, the fee will be adjusted proportionally in relation to the increase or decrease in the PDS allowable costs; and
- (d) The Contractor will be required to reconcile their labour costs with the non-utilized estimated labour hours being reimbursed to Canada.

2.3.3 The Contractor will be paid an all-inclusive percentage-based PDS Fee.

2.3.4 The PDS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work.

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

2.3.5 The payable PDS Fee will be calculated by multiplying the percentage rate for PDS by the Allowable Costs of the PDS for the Work authorized by Canada and completed by the Contractor

## **2.4 Optional Services Fee (OSF)**

2.4.1 Where the option has been exercised in writing by the Contracting Authority, the optional services Fee will be paid to the Contractor for Work authorized by the Project Authority, in accordance with the Task Authorization Process and completed in accordance with Annex "A" Statement of Work, Optional Services.

2.4.2 The Contractor will be paid an all-inclusive percentage-based OS Fee

2.4.3 The OS Fee will be paid to the Contractor for Work authorized in accordance with the Statement of Work.

2.4.4 The OS fee will be applied to the allowable costs of Optional Services and excludes Contractor labour costs and applicable taxes. All other costs are to be included in the OS Fee.

2.4.5 The Contractor's percentage rate for Optional Services, including Major Project Delivery over \$500,000, is (Per Bid Form) %.

2.4.6 The management fees of Additional Buildings would be adjusted on a Prorated basis using the Fixed Property and Facility Management Services Management Fee at a cost per m<sup>2</sup> as per 2.1.4 above.

2.4.7 The payable Optional Services Fee will be calculated by multiplying the percentage rate for optional services by the Allowable Costs of the optional services Work authorized by Canada and completed by the Contractor.

## **Section 3: Performance Holdback**

3.1 All Management Fees (PFMS; MWS; PDS and OSF Fees either ¥ or percentage %) are subject to a Performance Holdback.

3.2 The Contractor's Management Fees are payable at 85% on monthly invoices. The remaining 15% of the Fees is the Performance Holdback amount. This amount is payable subject to the Contractor's performance during the fiscal year as reflected in Key Performance Indicator (KPI) scores.

3.3 Performance Holdback amount is payable to the Contractor, after the end of the fiscal year, provided the Contractor meets the minimum required score for each of the KPIs throughout the year.

## **Section 4: Annual Budget Submission and Records**

4.1 Within 90 days after Contract award the Contractor shall prepare and submit an Annual Budget Submission Template, showing the level of detail and format to be used for the Contractor's Operating & Maintenance (O&M) and Project Submission, for approval by the Technical Authority. (see Section 5 of the Statement of Work).

4.2 The Contractor shall prepare and submit as soon as possible but no later than November 30 of each year, an Annual Budget Submission, as part of the Building Management Plan, for the following fiscal period ending March 31st, to the Technical Authority.

4.3 The Annual Budget Submission shall be a statement of the actual Allowable Costs which were reasonably and properly incurred, as set out in the Basis of Payment, Appendix F-Pricing Schedule, for the Work performed under the terms of this Contract.

4.4 The Annual Budget Submission shall be annually approved by Canada and captured in a corresponding amendment. Each year the overall O&M and Project actual spend must be certified by a third party auditor and shall contain a breakdown of each cost element.

4.5 Supporting information for each element of cost shall be available and shall be in sufficient detail that a Government audit can be carried out if required. Canada reserves the right to reject the Cost Submission based on its audited findings.

#### **4.6 Reconciliation of Payments to Actual Costs**

4.6.1 Allowable Costs and Fees paid to the Contractor will be reconciled to the actual Allowable Costs incurred and Fees earned in the performance of the Contract. The reconciliation process will include but may not be limited to the following steps:

4.6.1.1 For Individual Task Authorizations issued in accordance with the Task Authorization Process, there will be reconciliation between the Allowable Costs and Fees paid to the Contractor and the itemized final estimate of all Allowable Costs and Fees of completing the Work of each Task Authorization.

This reconciliation will, at a minimum:

- (a) confirm that costs paid are Allowable Costs;
- (b) confirm that Direct Subcontract Costs paid equal Direct Subcontract Costs incurred;
- (c) confirm that, where applicable, rates used for the estimation of Direct Labour or other Allowable Costs are equal to agreed rates;
- (d) confirm that the level of effort (hours) used for the estimation of Direct Labour Costs are equal to level of effort (hours) actually expended;
- (e) confirm that the Fees paid are appropriate and are based on the final estimate of Allowable Costs.

4.6.1.2 For all payments made to the Contractor, pursuant to invoices, there will be reconciliation between the total of Allowable Costs and Fees paid to the Contractor and actual Allowable Costs incurred and Fees earned in the performance of the Contract as demonstrated by the Contractor's Cost Submission accepted by Canada. The reconciliation will support the identification of amounts owing to the Contractor or any credit amount due to Canada at an invoice.

This reconciliation will, at a minimum:

- (a) confirm that costs paid are Allowable Costs;
- (b) confirm that cost reimbursed through payment equal actual Allowable Costs incurred. This will include but may not be limited to:
  - i. confirm that Direct Subcontract Costs paid equal Direct Subcontract Costs incurred;
  - ii. confirm that Direct Labour Costs paid equal Direct Labour Costs incurred; and
  - iii. confirm that Fees paid are appropriate and are based on the actual Allowable Costs incurred.

### Section 5: Milestone Payment Schedule - Property and Facility Management Services

The Milestone Payment Schedule is the established monthly schedule in which forecasted allowable costs for Property and Facility Management Services will be paid throughout each fiscal year. Includes a breakdown of allowable costs by category. The value identified per Monthly Payment will then form part of the monthly invoice.

For Illustration Purposes Only

Month	PFMS Allowable Costs (In ¥)	% of Annual PFMS costs (total allowable costs)	PFMS Fees In ¥	15% Holdback PFMS Fee Amount In ¥	Monthly Payments In ¥
<b>Annual budget (total)</b>	<b>¥1,000,000</b>	<b>N/A</b>	<b>¥150,000</b>	<b>¥22,500</b>	<b>¥1,150,000</b>
Reconciliation of first quarter (included on April 1 invoice)					
April	¥72,500	7.25	¥12,500	(¥1,875)	¥83,125
May	¥62,500	6.25	¥12,500	(¥1,875)	¥73,125
June	¥62,500	6.25	¥12,500	(¥1,875)	¥73,125
Reconciliation of first quarter (included on July invoice – known as “Period 4”)					
July	¥72,500	7.25	¥12,500	(¥1,875)	¥83,125
August	¥80,000	8	¥12,500	(¥1,875)	¥90,625
September	¥80,000	8	¥12,500	(¥1,875)	¥90,625
Reconciliation of third quarter (included on Oct invoice – known as “Period 7”)					
October	¥90,000	9	¥12,500	(¥1,875)	¥100,625
November	¥90,000	9	¥12,500	(¥1,875)	¥100,625
December	¥100,000	10	¥12,500	(¥1,875)	¥110,625
Reconciliation of third quarter (included on January invoice – known as “Period 10”)					
January	¥100,000	10	¥12,500	(¥1,875)	¥110,625
February	¥100,000	10	¥12,500	(¥1,875)	¥110,625
March	¥90,000	9	¥12,500	(¥1,875)	¥100,625
Reconciliation of final quarter (included invoice the April invoice – known as “Period 13 or Period 1 for upcoming year”)					
<b>Release of Hold-Back for previous year</b>				<b>¥22,500</b>	<b>¥22,500</b>

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

## **APPENDIX "G" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

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

## APPENDIX "H"

### FINANCIAL BID FORM

Bidder must complete this form and include it in its financial bid

The volumetric data included in this form is provided for bid evaluated price determination purposes only. It is not to be considered as a contractual guarantee. The inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Bidders must quote fees in Japanese yen YJP (¥) or a Percentage (%) as indicated below, Applicable Taxes are extra.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

When preparing their financial bid, Bidders should refer to Appendix F-Pricing schedule; Appendix A Scope of work and article 7.7, Payment, of Part 7 of the RFP

#### 1. Management Fee -Property and Facility Management Services (PFMS Fee):

*Table 1.1 – Bidder must insert the total annual fees.*

YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	OPTION YEAR 5	OPTION YEAR 6
<b>PFMS Fee</b>	¥	¥	¥	¥	¥	¥
<b>TOTAL FOR 6 YEARS (1)</b>	¥					

**Table 1.2 – Management Fee Breakdown (PFMS Fee Breakdown)**

The Bidder must provide a complete breakdown of what is included in the annual costs (as per 1.4 Non-Allowable Costs of Appendix F). The total costs included in All-Inclusive PFMS Fee for Year 1 must equal the Year 1 PFMS Fee shown in the Table 1.1.

Note \* - the following table is strictly an example. Bidder must include all costs required to complete the total PFMS Fee for Year 1..

Item	Details	Costs (YEAR 1)
CEO		¥
Operations Director		¥
HR		¥
IT		¥
H&S		¥
QA		¥
Environment		¥
Commercial		¥
Finance/invoicing		¥
Payroll		¥
Business Development		¥
Human resource functions such as; recruitment, hiring, uniforms, training, stand-by or on-call, etc.;		¥
Licenses, dues, memberships, professional fees and subscriptions;		¥
Property – rent & service charges		¥
Sales & Marketing		¥
Company insurances		¥
Group contributions		¥
Industry affiliations		¥
Property – rent & service charges		¥
Sales & Marketing		¥
Additional space		¥
Staff Computers, phones, etc.		¥
Contractor's Audited Cost Statement (Refer to Part 7 – resulting contract clauses)		¥
Office costs (including paper, machines, forms, ledgers, other supplies and equipment)		¥
System Costs (including hardware, software, firmware and related costs including licenses– including #s) to deliver all services (Service Desk, CMMS, etc.)		¥
Cost associated with SaaS/Cloud-Based systems (if applicable)		¥
Insurances (for all PFMS, PDS and Optional Services)		¥
Profit		
<b>Total costs included in All-Inclusive PFMS Fee</b>		¥

2. **Firm all-inclusive Minor Works (≤ \$10,000) Services Fee** \_\_\_\_\_%.  
(To be expressed as a percentage)  
*For evaluation purposes only, this fee will be multiplied by: ¥100,000,000 \_\_\_\_\_ ¥ (2)*

3. **Firm all-inclusive Project Delivery (\$10,000 - \$499,999) Services Fee** \_\_\_\_\_%.  
(To be expressed as a percentage)  
*For evaluation purposes only, this fee will be multiplied by: ¥100,000,000 \_\_\_\_\_ ¥ (3)*

4. **Direct Labour** Costs (Expressed as an annual amount in table 4.1 and 4.2)

4.1 Bidder's approved employees located within Government Furnished Accommodations (working from space within the Chancery)

Table 4.1

YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	OPTION YEAR 5	OPTION YEAR 6
<b>Direct Labour Cost</b>	¥	¥	¥	¥	¥	¥
<b>Total for 6 years (4.1)</b>	¥					

4.2 Bidder's resources located outside Government Furnished Accommodations.  
Bidders must submit an hourly rate for each listed service category (1 to 19)

Table 4.2

Service Category		HOURLY RATE Normal Hours (Year 1) (H)	HOURLY RATE Outside Normal Hours (Year 1) (O)	ESTIMATED HOURS YEAR 1 (E)	TOTAL ESTIMATED COST (YEAR 1) = (H+O) X (E)
1	Senior Building Engineer	¥	¥	100	¥
2	Junior Building Engineer	¥	¥	100	¥
3	HVAC Engineer	¥	¥	100	¥
4	Senior Project Manager	¥	¥	100	¥
5	Junior Project Manager	¥	¥	100	¥
6	Construction Manager	¥	¥	100	¥
7	Heritage Specialist	¥	¥	100	¥
8	Quantity Surveyor	¥	¥	100	¥
9	Health & Safety Specialist (Project related)	¥	¥	100	¥
10	Commissioning Resource	¥	¥	100	¥
11	Handyman	¥	¥	100	¥
12	Plumber	¥	¥	100	¥
13	First Class Electrician	¥	¥	100	¥
14	Fire Alarm Technician	¥	¥	100	¥
15	Cleaner	¥	¥	100	¥
16	Cleaning Supervisor	¥	¥	100	¥
17	Porter for Conference and Boardroom (set up, etc.)	¥	¥	100	¥
18	Gardener	¥	¥	100	¥
19	Painter	¥	¥	100	¥
<b>TOTAL FOR RESOURCES OUTSIDE GFA (YEAR 1) (4.2)</b>					¥
20	Other (Bidder to add any additional categories for consideration)	¥	¥	100	¥

### Annual Adjustments

The Contractor must notify the Contracting Authority in writing of the applicable Price Adjustment, no later than 30 days prior to the commencement of the new Contract Year, who will in turn verify the information and amend the Contract accordingly to reflect the revised Hourly

Labour Rates. Until such time as the adjustments to the Hourly Labour Rates are made through a Contract amendment, the Firm Prices and Hourly Labour Rates valid for the last twelve-month period will be used with the necessary adjustment to be paid by Canada or credited by the Contractor promptly after execution of the amendment.

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

**\* ESCALATION CLAUSE**

The firm hourly rates detailed in the above table will be adjusted annually on the start date of each new Contract Year (starting with Contract Year 2 and for the whole period of the contract including the option periods) by the amount established based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index CPI for Japan, All-Items, published in e-Stat for the 12-month period ending 2 months prior to the new Contract Year Start date.

Example:

Contract Start Date: April 1, 2018

At the start of Contract Year 2 (i.e. April 1, 2019), the Contract Year 1 rates as stated in the Table above would be increased by 1.11% based on the following assumptions:

**% Change in Monthly CPI**

March 2018	1.3%
April 2018	1.3%
May 2018	1.1%
June 2018	1.1%
July 2018	1.5%
August 2018	0.9%
September 2018	0.6%
October 2018	1.3%
November 2018	0.6%
December 2018	0.9%
January 2019	1.1%
February 2019	1.6%

$$13.3\% / 12 = 1.11\%$$

To determine the Contract Year 3 rates, the Contract Year 2 rates calculated above would be adjusted using the same Japanese CPI and same formula with data for the March 2019 – February 2020 12-month period.

**5. Firm all-inclusive Optional Services, including Major Project Delivery (>\$500,000) Services Fee**

\_\_\_\_\_ %.

(To be expressed as a percentage)

For evaluation purposes only, this fee will be multiplied by: ¥500,000,000 \_\_\_\_\_ ¥ (5)

Note: Additional Buildings would be adjusted on a Prorated basis using the Property and Facility Management Services Management Fee (1) above at a determined cost per m2. Canada-owned inventory in square meters at the Contract Award date (36,318 m2).

## 6. Periodic Cleaning –

Table 6 - Bidder must complete this table for each listed element based on Annex B Cleaning specification table

Space/Location	Element Details	Activity				Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
			Quarterly	6 Months	Annually						
Executive Dining Room	Floors - 100% wool carpet	Shampoo carpet with specific method and polisher for such carpets.			X	¥	¥	¥	¥	¥	¥
Conference Rooms, Meeting Rooms and Training Rooms	Floors - 100% wool carpet	Carpet shampoo (using appropriate soil extraction system)			X	¥	¥	¥	¥	¥	¥
Chancery	Interior Windows	Dust venetian blinds and clean glass	X			¥	¥	¥	¥	¥	¥
Chancery	Interior Windows	Take down venetian blinds - wash and re-hang			X	¥	¥	¥	¥	¥	¥
Chancery	Leather Upholstered Furniture	Clean using leather furniture product.	X			¥	¥	¥	¥	¥	¥
Chancery	Exterior wall cleaning	Clean using the high pressure water (must be scheduled during Off-Peak Hours)			X	¥	¥	¥	¥	¥	¥
Chancery	Exterior window cleaning	Clean glass and wipe window casings		X		¥	¥	¥	¥	¥	¥
Canada Court	Exterior window cleaning	Clean glass and wipe window casings		X		¥	¥	¥	¥	¥	¥
Chancery	4th floor ponds A and B	Empty water, cleaning inside, re-fill water		X		¥	¥	¥	¥	¥	¥
Canada Court - Recreation Centre	Swimming pool - Glass dome	Clean glass and wipe down casings			X	¥	¥	¥	¥	¥	¥
Parking Garage	Vertical surfaces, including walls, doors, pillars, glazing, etc.	Conduct a full cleaning			X	¥	¥	¥	¥	¥	¥
Parking Garage	Floors	Conduct an annual power sweeping / power			X	¥	¥	¥	¥	¥	¥

Solicitation No. - N° de l'invitation  
 08C54-190430/C  
 Client Ref. No. - N° de réf. du client  
 20190430

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 08C54-190430

Buyer ID - Id de l'acheteur  
 FK290  
 CCC No./N° CCC - FMS No./N° VME

		washing of entire area.									
Exterior Areas - Chancery	Exterior wall	Use high pressure water cleaning to clean exterior stone walls facing the 246 street			X	¥	¥	¥	¥	¥	¥
Chancery - All applicable areas	Floors - Wood	Clean floors using an appropriate wood cleaner; apply one coat of an approved non-slip wax or manufacturers recommendations.			X	¥	¥	¥	¥	¥	¥
Chancery - All applicable areas	Floors - Vinyl	Strip and refinish on a full floor			X	¥	¥	¥	¥	¥	¥
Official Residence	Kitchen	Deep cleaning			X	¥	¥	¥	¥	¥	¥
Chancery – 4th Floor	Kitchen	Deep cleaning			X	¥	¥	¥	¥	¥	¥
Official Residence	Chimney	Sweep and clean			X	¥	¥	¥	¥	¥	¥
Total Annual Cost						¥	¥	¥	¥	¥	¥
<b>Total Periodic Cleaning for 6 years (6)</b>						¥					

## **7. Cleaning Services**

*Table 7- Bidder must include total monthly cleaning contract costs associated with the requirements in Annex B (Cleaning Specifications) for all years (monthly breakdown required for Year 1 only).*

<b>Month</b>	<b>Year 1</b>
April	¥
May	¥
June	¥
July	¥
August	¥
Sept	¥
October	¥
November	¥
December	¥
January	¥
February	¥
March	¥
<b>Total Cleaning Services for Year 1</b>	<b>¥</b>
Year 2 (annual total)	¥
Year 3 (annual total)	¥
Year 4 (annual total)	¥
Option Year 5 (annual total)	¥
Option Year 6 (annual total)	¥
<b>Cleaning Services for 6 years (7)</b>	<b>¥</b>

### **Calculation of Total Evaluated Price**

Total Evaluated Price calculated, as follows:

**TOTAL EVALUATED PRICE = (1) + (2) + (3) + (4.1) + (4.2) + (5) + (6) + (7) = \_\_\_\_\_ ¥**

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

**APPENDIX "I"**

**TASK AUTHORIZATION FORM**

<b>Task Authorization Form</b>					
<i>This Task Authorization must conform to the specifics of the Contract and be approved prior to the commencement of any Work. Anticipate five (5) Business Day turnaround from TA submission to approval.</i>					
<b>Contract Number</b>	08C54-190430				
<b>Task Authorization Number</b>	TOK-000		Revision Number: If applicable		
<b>Type of Request :</b>	<input type="checkbox"/> Goods	<input type="checkbox"/> Services	<input type="checkbox"/> Construction	<b>Building Number:</b>	<b>Building Address:</b>
<b>Contractor's Name and Address:</b>					
<b>Total Estimated Cost of Authorized Task (Applicable Taxes extra)</b> <i>It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. 2035 13 (2013-03-21) Taxes.</i>				¥6,445.62	
<b>Security Requirements (as applicable)</b>					
This task includes security requirements: check the applicable boxes <input type="checkbox"/> Yes; If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract <input type="checkbox"/> No Remarks: enter the remarks, if any, or enter : "N/A".					
<b>Section A - Description of Tasks and Deliverables</b>					
Instructions: Provide brief description of Work details including scope, timelines, additional requirements, etc.					
<b>Section B - Applicable Basis of Payment</b>					
Appendix F-Pricing Schedule 1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations 1.2.5 Basis of payment: Individual Task Authorizations 7.2.1 Limitation of Expenditure					

<b>Section C - Cost Breakdown of Task</b>							
<b>Details</b>	<b>Firm hour rate or firm unit price</b>	<b>Quantity</b>	<b>Sub-Total</b>	<b>Contractor Fees (based on Appendix F)</b>	<b>Total (before tax)</b>	<b>Applicable Taxes</b>	<b>Total (incl. tax)</b>
Contractor Price (goods and services)	¥5,000.00	1.00	¥5,000.00	¥250.00	¥5,250.00	¥525.00	¥5,775.00
Contractor Labour	¥100.00	1.00	¥100.00	N/A	¥100.00	¥10.00	¥110.00
Contractor Escorting	¥200.00	1.00	¥200.00	N/A	¥200.00	¥20.00	¥220.00
Other	¥333.00	1.00	¥333.00	¥16.65	¥349.65	¥34.97	¥384.62
Total before Holdback	¥5,633.00	1.00	¥5,633.00	¥266.65	¥5,899.65	¥589.97	¥6,489.62
Fee Holdback (15%) Released at the end of the fiscal year (based on performance)				-¥40.00		-¥4.00	-¥44.00
<b>Total (after Holdback)</b>			¥5,633.00	¥226.65	5,899.65 €	585.97 €	¥6,445.62
<b>Procurement Process:</b>	Sole Source <input type="checkbox"/>		Competitive <input type="checkbox"/>	Exigence d'un deuxième ensemble de prix <input type="checkbox"/>			
Rationale							
<b>Period of Works:</b>	<b>Anticipated Start:</b>			<b>Anticipated Completion:</b>			
<b>Section D - Applicable Method of Payment</b>							
7.3 Method of Payment - Monthly Payment							
<b>Authorization(s)</b> Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.							
<i>By signing the TA, the authorized client and/or PSPC Contracting Authority certify that the content of this TA complies with the terms of the Contract. The client authorization limits are specified in the Contract. When the value of the TA and its revisions exceed this limit, the TA must be forwarded to PSPC Contracting Authority for authorization.</i>							
Recommended by:			GAC Representative				

Name and title of authorized client Project Authority (< ¥2,000,000)		TBD		Date
Name and title of authorized client Technical Authority (¥2,000,000 - ¥38,000,000)		TBD		Date
PSPC Contracting Authority Contracting Authority (> ¥38,000,000)		Hakim Ghoumrassi		Date
<i>Contractor's Signature</i>				
Name and title of individual authorized to sign for the Contractor				
Signature et date				
<i>This request has been assigned a valid financial coding and entered into GAC's financial system (S.32 Expenditure Initiation)</i>				
Financial Coding:	<input type="checkbox"/> Fund C	RS	<input type="checkbox"/>	Line no. <input type="checkbox"/>
Billing:	<input type="checkbox"/> Chancery	<input type="checkbox"/> Official Residence	<input type="checkbox"/> Other (Staff Quarter)	
Name of Financial Authority:		Name:		Date:
<b>For Revision only</b>				
TA Revisions Previously Authorized				
Instructions: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc.). If no increase or decrease was authorized, enter ¥0.00. Add rows, as needed				
TA Revision Number: _____ Instructions: Enter the number here, as applicable.		Authorized Increase or Decrease (Applicable Taxes extra) ¥ _____ Instructions: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions: Enter the number here, as applicable.		Authorized Increase or Decrease (Applicable Taxes extra) ¥ _____ Instructions: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions: Enter the number here, as applicable.		Authorized Increase or Decrease (Applicable Taxes extra) ¥ _____ Instructions: Enter the amount here, as applicable.		
<b>New TA Revision</b>				
Instructions: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter ¥0.00.				
TA Revision Number: _____		Authorized Increase or Decrease (Applicable Taxes extra)		

Solicitation No. - N° de l'invitation  
08C54-190430/C  
Client Ref. No. - N° de réf. du client  
20190430

Amd. No. - N° de la modif.  
File No. - N° du dossier  
08C54-190430

Buyer ID - Id de l'acheteur  
FK290  
CCC No./N° CCC - FMS No./N° VME

Instructions: Enter the number here, as applicable.	¥ _____ Instructions: Enter the amount here, as applicable.
Total Estimated Cost of Task (Applicable Taxes extra) after this revision	¥ _____ Instructions to the TA Authority: Enter the amount here, as applicable.

## **APPENDIX "J"**

### **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 \$10,000,000 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

#### **2 Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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.

### 3 Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds"

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2> ).

## Appendix "K"

### **CONFIDENTIALITY AGREEMENT**

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

The description of the requirement of bid solicitation No. 08C54-190430/C contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - (c) is independently developed by the Supplier; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
Name of Supplier

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

\_\_\_\_\_  
Date