



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

There are security requirements associated with this requirement.

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

Title - Sujet RFP Property facility Management, Project Delivery and Optional Services London	
Solicitation No. - N° de l'invitation 08324-200590/B	Date 2022-02-21
Client Reference No. - N° de référence du client 20200590	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-307-80991	
File No. - N° de dossier fk307.08324-200590	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-04-22 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cowell, Philip	Buyer Id - Id de l'acheteur fk307
Telephone No. - N° de téléphone (613) 296-1922 ()	FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) 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 - Terms of Payment**
- **Appendix C - Security Requirements Check List – SRCL**
- **Appendix D - Work Authorization Form**
- **Appendix E – Financial Bid Form**
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- **Appendix G – Evaluation Criteria**
- **Appendix H – COVID-19 Vaccination Requirement Certification**
- **Appendix I – List of names for Integrity Provisions – Required Documentation**
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- **Appendix K – Confidentiality Agreement**
- **Appendix L – Insurance Requirements**

Annexes (related to the SOW)

- **Annex 1 - Quality Monitoring Framework (QMR)**
- **Annex 2 – Performance Measurement Regime (PMR)**
- **Annex 2a – Performance Scorecard**
- **Annex 2b – Objectives and Key Results (OKR) Scorecard**
- **Annex 3 – Occupational Health and Safety**
- **Annex 4a – Standard Operating Procedures**
- **Annex 4b – Standard Operating Procedure Template**

- **Annex 5 – Building Classification of Accounts**
- **Annex 6a – Incident Reporting Standard**
- **Annex 6b – Incident Report Template**
- **Annex 7 – Contract Deliverables and Reporting Requirements**
- **Annex 8 – List of Acts, Codes and Regulations**
- **Annex 9 – List of DFATD Buildings**
- **Annex 10 – Interior Cleaning Standard**

1.2 Summary

- 1.2.1 This bid solicitation process is being issued to satisfy the requirement of Public Works and Government Services Canada (Canada) and, Department of Foreign Affairs, Trade and Development (DFATD) 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 with 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 High Commission of Canada to the United Kingdom (UK) and Northern Ireland in London, England. Known as Canada House, the property is comprised of two adjoining buildings located at 5 Trafalgar Square and 2-4 Cockspur Street.

- 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 There is a mandatory Bidders Conference and site visit associated with this requirement. Consult Part 2 – Bidder Instructions.
- 1.2.4 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.
- 1.2.5 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.
- 1.2.6 The Phased Bid Compliance Process applies to this requirement.
- 1.2.7 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or using MS Teams or another industry recognized web-based virtual meeting/conferencing software such as Cisco Systems' WebEx.

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

-Section 18 (2012-03-02) Conflict of interest—unfair advantage of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

18 (2012-03-02) Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage, or an appearance of conflict of interest or unfair advantage exists.

4. The following is a list of private sector consultants and temporary agency personnel that have been employed directly or indirectly in the preparation of this RFP.

Table – Conflict of Interest

Company	Resource Name
Protak Consulting Group Inc.	William Meek
Protak Consulting Group Inc.	Patricia Steele
Protak Consulting Group Inc.	Ashwin Jain
Protak Consulting Group Inc.	Phil Penny
Tiree Facility Solutions Inc.	Terri Porkolab

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.dgareceptiondessoumissions-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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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 Mandatory Bidders' Conference

It is mandatory that the Bidder or a representative of the Bidder attend the Bidders' Conference which will be held on **April 6th 2022** from 14:00 to 17:00 Greenwich Mean Time (GTM). Bidders are to meet at the Main Entrance of Canada House, 5 Trafalgar Square, London, United Kingdom. The scope of the requirement outlined in the Bid solicitation will be reviewed during the Bidder's Conference and Bidder's questions will be answered.

This bidders' conference is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority before the Bidder's Conference to confirm their attendance. Bidders must provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of questions they wish to table no later than April 1, 2022 at 16:00 GMT.

Bidders who do not attend the mandatory Bidders' Conference or do not send a representative will not be given an alternative appointment and their Bid will be declared non-responsive.

Any clarifications or changes to the bid solicitation resulting from the Bidders' Conference will be included as an amendment to the bid solicitation

Bidders must also complete and submit the following certification:

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all
personnel that will attend this bidders' conference on this business' behalf are:
(a) fully vaccinated against COVID-19; or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion
or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (name of business) have been notified of
the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for
Supplier Personnel, and that the _____ (name of business) has certified to their
compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true
for the duration of the bidders' conference. I understand that the certifications provided to Canada are
subject to verification at all times. Canada reserves the right to request additional information to verify
the certifications at all times. I also understand that Canada will declare a bid non-responsive or a
contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____
Date: _____

Information you provide on this Certification Form and in accordance with the Government of
Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and
disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct
any information on your file, and you have a right to file a complaint with the Office of the Privacy
Commissioner regarding the handling of your personal information. These rights also apply to all

individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Failure to provide and comply with the above certification will result in the representatives being denied access to the bidders' conference.

2.8 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the Work site. Arrangements have been made for the site visit to be held Canadian High Commission, 2-4 Cockspur Street, London, United Kingdom, on **March 14th, 15th, and 16th, 2022** from 09:00 to 11:00 and 13:00 to 15:00 GMT. Bidders are to meet at the Main Entrance of Canada House, 5 Trafalgar Square, London, United Kingdom.

This site visit is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion, or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than March 8th, 2022 at 16:00 GMT to confirm attendance and provide the preferred date and time with two (2) alternative options, and the name(s) of the person(s) who will attend. Due to social distancing requirements, each site visit will consist of 3 Bidders with a maximum of two (2) individuals per Bidder.

Bidders must also complete and submit the following certification:

I, _____ (insert first and last name), as the representative of
_____ (insert name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all
personnel that will attend this site visit on this business' behalf are:

(a) fully vaccinated against COVID-19; or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion, or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of _____ (insert name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (insert name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a Bid non-responsive or a Contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored, and disclosed in

accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation. Bidders should confirm in their Bid that they have attended the mandatory site visit.

2.9 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential Bidders to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Bidders 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) Bidders should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Bidders should therefore act quickly when they want to challenge any aspect of the procurement process.

2.10 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, Bidders 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 Attachment 1 of Part 2-Bidder Instructions, 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bidders are encouraged to submit bids electronically.

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

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

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

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

Section I: Technical Bid - 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.

- 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. Prices must not appear in any other section of the Bid.

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

- (a) use A4 (21 cm x 29.7 cm) paper
- (b) use a numbering system that corresponds to the bid solicitation.
- (c) limit the number of pages in the bid to 100

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. Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)

2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Form detailed in Appendix E - Attachment 1 to Part 3.

3.1.2 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix F - Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Appendix F - Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

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.

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, Bidders must provide:

1. their legal name;
2. the name of the contact person (also provide 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, DFATD and the Protak Consulting Group will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process (PBCP) 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.

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- (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 (CAR) to the Bidder 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. In this case, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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- (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 G - Attachment 1 of Part 4- Evaluation Criteria.

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

4.1.2.2 Point Rated Technical Criteria

Point rated technical evaluation criteria are included in Appendix G - Attachment 1 of Part 4 - Evaluation Criteria.

The Phased Bid Compliance Process will apply to the minimum of forty-two (42) points, or sixty (60)% overall for the technical rated criteria to be considered responsive.

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.

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 twenty-four (24) months to a customer with at least ten thousand (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.

- b) A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have three (3) years of experience providing maintenance service, and (b) that the Bidder have two (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 three (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 three (3) years. Such a response would be declared non-responsive.

- c) 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 one hundred (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.
- d) 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, for the criteria in question. Crown references will be accepted.

4.1.3 Financial Evaluation

4.1.3.1 The Financial Evaluation process is described in Appendix G - Attachment 1 of Part 4 - Evaluation Criteria.

4.1.3.2 Point-Rated Financial Criteria - Financial Merit will be based on scenario responses.

4.2 Basis of Selection

Highest Combined Rating of Technical Merit, Response to Financial Scenarios, and Price- Technical Merit 70%, 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; and
- c) obtain the required minimum of forty-two (42) points out of the available seventy (70) points (60%) for the technical evaluation criteria.

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 G.

4.2.4 A **Financial Scenario Score (FSS)** will be allocated to each responsive bid in accordance with Appendix G.

4.2.5 A **Pricing Score (PS)** will be determined and allocated to each responsive bid in accordance with Appendix G.

4.2.6 The **Overall Score (OS)** is determined as follows: **OS = TES + FSS + PS**

4.2.7 The responsive bid with the highest Overall Score (OS) will be recommended for award of a contract. In the event that two or more responsive bids have the same OS, the responsive bid with the highest overall score for all the point rated technical and financial scenario criteria detailed in Appendix G will be recommended for award of a contract.

The table below illustrates an example in which the selection of the contractor is determined by a 70/30 ratio of the technical merit and price (inclusive of the Financial Scenario Score), respectively. In this example, the successful bidder would be Bidder 1. Bidder 4 did not receive any points as they did not meet the minimum score in the Technical Evaluation Score (TES).

	Technical Evaluation Score (TES)	Financial Scenario Score (FSS)	Price Score (PS)	Overall Score OS (TES+FSS+PS)
Bidder 1	65	7	12	84
Bidder 2	50	10	15	75
Bidder 3	45	10	17	72
Bidder 4	40	10	20	0

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.

5.1.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their Bid, the COVID-19 Vaccination Requirement Certification provided at Attachment 1 to Part 5, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into and forms a binding part of any resulting Contract.

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. Refer to Attachment 2 to Part 5.

5.2.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social](#)

Development Canada (ESDC) – Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Appendix J 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 Attachment 3 to Part 5, 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

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

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

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

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;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [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

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

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- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

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

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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

The Contractor must perform the Work in accordance with the Appendix A - Statement of Work .

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 6.0 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.

7.1.2.1 Work Authorization

A contract with Work Authorizations (WAs) is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Work Authorizations.

A Work Authorization is a structured administrative tool enabling Canada to authorize work by a contractor on an "as and when requested" basis in accordance with the conditions of the contract.

A Work Authorization will be required for all Work to be done under this Contract in accordance with the process detailed herein. The Contractor will not commence work until an approved Work Authorization has been received from the Technical Authority. The Contractor acknowledges that any and all Work performed in the absence of an approved Work Authorization will be done at the Contractor's own risk, and that Canada will not be liable for payment unless or until an approved Work Authorization is provided by the Technical Authority.

The Contractor agrees to provide the Technical Authority with any information and estimates that may be required to prepare and/or approve the Work Authorization upon request.

The Contractor understands and agrees that the Work identified on a Work Authorization is representative of:

- a. an obligation that comes into force only when a Work Authorization is issued by the Technical Authority and only to the extent designated in the Work Authorization; and
- b. any and all Work Authorizations approved and issued by the Technical Authority incorporate all of the articles, terms and conditions contained or referenced in the Contract.

The services to be provided will be described on the approved Work Authorization Form.

The Work Authorization will be prepared and approved with a statement of the proposed Work. This statement of proposed Work will contain the following information for the Work period:

- a. the details of the Work to be performed within the scope of the Work Authorization;
- b. a description of deliverables and reports to be submitted;
- c. a schedule indicating completion dates for major work activities and/or submission dates for deliverables and reports; and,
- d. an estimate of the number of person-days level of effort identifying the resource category as applicable.

The Work Authorization will be prepared in accordance with and in due consideration of the Basis of Payment described in Appendix B, Terms of Payment.

The Contracting Authority may terminate all or any part of an authorized and/or approved Work Authorization for the convenience of Canada with two (2) days written notice to the Contractor. In the event of the termination of a Work Authorization, the Contractor agrees that it will be entitled to be compensated only for Work performed and accepted up to the effective date of the termination.

The Contracting Authority may terminate all or any part of an authorized and/or approved Work Authorization due to the default of the Contractor at any time with one (1) day written notice to the Contractor. In the event of a termination of this nature, the Contractor and Canada agree that the rights and obligations of the Contractor and of Canada will be governed by the provisions of Article 2.28, Default by the Contractor, of the General Conditions.

7.1.2.2 Delivery, Inspection and Acceptance

In addition to the General Conditions:

- a. all Work done, and documents/data delivered as a result of this Contract will be evaluated by the Technical Authority to determine whether or not it meets the requirements defined in the Contract; and
- b. acceptance of deliverables by the Technical Authority will be the basis upon which payment will be recommended.

7.1.2.3 Work Authorization Process

The Technical Authority will request that the Contractor provide a description of the Work using the "Work Authorization Form" included in Appendix D – Work Authorization Form. The Work Authorization (WA) will include details of:

- a. the Work to be performed;
- b. the deliverables to be prepared and provided;
- c. the schedule, including completion dates for the major Work and/or submission dates for the deliverables, and
- d. the applicable basis and methods of payment as specified in the Contract.

Within ten (10) calendar days of its receipt, or as otherwise directed by the Technical Authority, the Contractor must provide the Technical Authority with the total estimated cost for performing the Work and a breakdown of that cost, established in accordance with the Basis of Payment described in Appendix B, Terms of Payment.

The Contractor must not commence work until a Work Authorization that has been authorized and/or approved by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Work Authorization has been received will be done at the Contractor's own risk.

Unless otherwise stipulated in the Contract or directed by the Technical Authority, the Contractor shall provide an estimate of the final costs of completing the Work identified on each authorized and/or approved Work Authorization within 10 calendar days following completion of the Work.

7.1.2.4 Work Authorization Approval

The Technical Authority will approve the WA based on:

- a. the WA submitted by the Contractor;
- b. the Contractor's estimates and supporting information, where requested;
- c. the Technical Authority's approval of a limit of expenditure;
- d. the stipulated WA basis of payment;
- e. the stipulated WA method of payment; and
- f. the stipulated schedule of milestones.

7.1.2.5 Periodic Usage Reports - Contracts with Work Authorizations

The Contractor must compile and maintain records on its provision of services to Canada through the use of authorized WA's issued under the Contract.

The Contractor must provide this data in a Periodic Usage Report in accordance with the reporting requirements as described by the Technical and Contracting Authorities. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must provide a "NIL" report.

The data must be submitted on a quarterly basis to the Technical and Contracting Authorities.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Technical and the Contracting Authorities no later than fifteen (15) calendar days following the end of the reporting period.

7.1.2.6 Reporting Requirement- Details

The Periodic Usage Reports described above must contain, at a minimum, the following information for each WA:

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

7.1.2.7 Emergency Delivery of Services

The parties acknowledge that throughout the term of the Contract, situations may arise that necessitate an emergency response and/or unplanned actions which may give rise to the preparation of a new and/or amendment of an existing WA. Depending on the scope, nature and/or duration of the emergency situation of unplanned actions, a Contract Amendment may be required.

The Contractor acknowledges the importance of maintaining the assets in an operational state and agrees to establish emergency plans as set out in the Statement of Work to address such situations.

Costs and fees associated with performing the necessary or unplanned Work during emergency situations will be paid by the Canada on the basis of the actual Allowable Costs incurred, subject to full audit, and the applicable Fees as set out in Appendix B, Terms of Payment.

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](#) (2021-12-02), 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/3/2035/19>

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>

7.2.3 Conflict of Interest

7.2.3.1 To prevent any conflict of interest, the Contractor agrees that during the term of the Contract, as amended, neither the Contractor nor any of its non-arm's length affiliates, as defined in the Canada Business Corporations Act, shall be eligible to present a bid in response to any competitive procurement for the performance of any work at the London Mission that is related in any way to the Property Management, Project Delivery and/or Optional Services that form part of and/or are described in this Contract. This does not preclude the Contractor from bidding on a replacement Sourced Service contract for the London Mission in the future.

7.2.3.2 Notwithstanding the foregoing, should Canada determine that the Contractor's participation in a procurement would represent best value for Canada while maintaining a fair, open and transparent solicitation, then Canada, at its sole discretion, may permit the Contractor to bid on the work referenced above.

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.

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

1. The Foreign recipient **Contractor** 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** must, at all times during the performance of the **contract**, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - i. The Foreign recipient **Contractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient **Contractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient **Contractor** must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract**. This individual will be appointed by the proponent foreign recipient **Contractor's** Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the **contract**.
 - iv. The Foreign recipient **Contractor** must not permit access to **CANADA PROTECTED A** information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the **contract**;
 - b. Personnel have been subject to a Criminal Record Check, with 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** 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;
 - d. Until the Foreign recipient **Contractor** has provided the Canadian DSA with the required written personnel security screening assurances, the Foreign recipient **Contractor** personnel MUST NOT HAVE ACCESS to **CANADA PROTECTED A** information/assets, and MUST NOT ENTER "Government of Canada" or "Contractor" sites where such information/assets are kept, without an escort. An escort is defined as "a

Government of Canada” or “Contractor” employee who holds the appropriate Personnel Security Clearance at the required level; and

e. The Government of Canada reserves the right to deny access to **CANADA PROTECTED** information/assets to a foreign recipient **Contractor** for cause.

3. **CANADA PROTECTED** information/assets provided or generated pursuant to this **contract** must not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA PROTECTED** information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
4. The Foreign recipient **Contractor** MUST NOT remove **CANADA PROTECTED** information/assets from the identified work site(s), and the foreign recipient **Contractor** must ensure that its personnel are made aware of and comply with this restriction.
5. The Foreign recipient **Contractor** must not use the **CANADA PROTECTED** information/assets for any purpose other than for the performance of the **contract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
6. The Foreign recipient **Contractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets pursuant to this **contract** has been compromised.
7. The Foreign recipient **Contractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets accessed by the Foreign recipient **Contractor**, pursuant this **contract**, have been lost or disclosed to unauthorized persons.
8. The Foreign recipient **Contractor** must not disclose **CANADA PROTECTED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The foreign recipient **Contractor** requiring access to **CANADA PROTECTED A** information/assets, under this **contract**, must submit a Request for Site Access to the Chief Security Officer of **Global Affairs Canada**.
10. In the event that a Foreign recipient **Contractor** is chosen as a supplier for this **contract**, 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.
11. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
12. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
13. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
14. The Foreign recipient **Contractor** must comply with the provisions of the Security Requirements Check List attached at Appendix C.
15. Canada has the right to reject any request to electronically access, process, produce, transmit or store **CANADA PROTECTED** information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

7.4 Term of Contract

7.4.1 Period of the Contract

- 7.4.1.1 The period of the Contract is from Contract Award to (TBD at contract award).
- 7.4.1.2 Canada has the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same clauses and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix B - Terms of Payment and the bidder's response.
- 7.4.1.3 Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and for administrative purposes only, will be evidenced through a subsequent contract amendment.

7.4.2 Contract Initiation

- 7.4.2.1 The Contract Initiation Work, in accordance with the Statement of Work, is to be performed between the date of Contract Award and ninety (90) days following the Contract Operational Start Date inclusively. The Contract Operational Start Date is (to be inserted at contract award) 2022. Canada reserves the right to change the Contract Operational Start Date to a later date of up to three (3) months by providing written notification to the Contractor within fifteen (15) calendar days following contract award.
- 7.4.2.2 Contract Initiation Period – Project Schedule
- 7.4.2.2.1 The Contractor must provide a project management plan (PMP) detailing the initiation and transition period, complete with Gantt chart, to the Technical Authority thirty (30) calendar days after Contract Award as described in the Statement of Work.

7.4.3 Contract Close-out

- 7.4.3.1 The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period will be required at the end of the Contract or upon withdrawal of an asset, as described in the Statement of Work.
- 7.4.3.2 The Contractor acknowledges that some of the Contract Close-out Services are required after the Operational End Date of the Contract. The Operational End Date of the Contract is 31 March 2026.
- 7.4.3.3 The Contractor grants to Canada the irrevocable option to further extend the term of the Contract by a period of up to six (6) months under the same clauses and conditions to ensure the required completion. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix B- Terms of Payment. The Contracting Authority will advise the Contractor of the above extension by sending a written notice to the Contractor before the contract expiry date. The extension will be evidenced, for administrative purposes only, through a Contract Amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Philip Cowell
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Telephone: 613-296-1922
E-mail address: philip.cowell@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 Technical Authority

7.5.2.1 Canada will designate a Technical Authority, and will notify the Contractor of their name, address (including the email address) and telephone number.

7.5.2.2 The Technical Authority, or its designated representative, is responsible for all matters concerning the technical content of the Work under the Contract. The Technical Authority shall act as the principal point of contact with the Contractor for all matters relating to the Contract, including daily operations, reporting and administration. Changes in Work, within scope and budget, may be authorized by the Technical Authority. The Technical Authority shall have access to the Work at all times during its execution. The Contractor shall provide the Technical Authority with any and all information, support, and assistance necessary to enable them to verify, assess or determine that the Work has been executed in accordance with the Contract. Canada may designate new or additional Technical Authorities from time to time by giving written notice to the Contractor in the manner set out herein.

7.5.3 Contractor's Representatives

7.5.3.1 Prior to commencing the Work, the Contractor shall designate a Contractor's Representative and shall notify Canada of their name, address (including the email address) and telephone number.

7.5.3.2 The Contractor's Representative has full delegated authority to act as a principal point of contact with the Technical and the Contracting Authority on all matters pertaining to the Contract. The Contractor's Representative is authorized to act on behalf of and/or represent the Contractor with respect to all aspects of Contract. The Contractor may designate a new Contractor's Representative from time to time by giving written notice to the Contracting Authority.

7.5.4 Joint Venture Contractor (only if required)

7.5.4.1 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].

7.5.4.2 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.

7.5.4.3 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.

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

7.5.4.5 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.

7.5.4.6 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 B - Terms of Payment, 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 Fee

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 B - Terms of Payment, for a cost of £ ----- pound sterling (will be inserted at time of contract award). Customs duties are included. 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- Cumulative Total of all Work Authorizations

7.7.2.2.1 Canada's total liability to the Contractor under the Contract for all authorized Work Authorizations (WAs), inclusive of any revisions, must not exceed the sum of \$_____ (will be inserted at time of contract award). Any applicable Customs duties are included, but other taxes are extra where applicable.

7.7.2.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved through a Contract Amendment prepared and issued in writing, by the Contracting Authority.

7.7.2.2.3 The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:

- a) when it is seventy five percent (75%) committed; or
- b) four (4) months before the Contract expiry date; or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized Work Authorizations, inclusive of any revisions, whichever comes first.

7.7.2.2.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority with 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

Canada will pay the Contractor in accordance with Appendix B - Terms of Payment.

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 Annual Cost Submission

7.7.5.1 Thirty (30) days prior to the Operational Start Date of the Contract, or as negotiated with the Technical Authority, the Contractor must prepare and submit a Terms of Reference and proposed template for the Annual Cost Submission (ACS) for the review of the Technical and Contracting Authority. The Terms of Reference and template should clearly identify the level of detail to be included in, methodology to be employed for and/or the format of the ACS. The Contractor must address any comments from the Technical and Contracting Authority and submit a final Terms of Reference and template for approval within 30 days following receipt of the comments, or as negotiated with Technical Authority.

- 7.7.5.2 For each completed fiscal year, the Contractor must prepare and submit an ACS in accordance with the approved Terms of Reference and/or using the approved template. The ACS must also consider and address any special instructions or modifications requested by the Technical Authority. The ACS for the previous fiscal year ending March 31st must be submitted no later than May 15th of the following fiscal year to the Technical and Contracting Authorities.
- 7.7.5.3 The ACS shall be a statement of the actual Allowable Costs reasonably and properly incurred, as set out in the Basis of Payment, for the Work performed under the terms of this Contract.
- 7.7.5.4 The ACS shall be signed and certified by the Contractor's Chief Financial Officer (CFO) and shall include a breakdown of each cost element, or a subset of cost elements as identified and accepted by the Technical Authority.
- 7.7.5.5 Once accepted by Canada, the ACS will be used to support the identification of amounts payable to the Contractor or any credit amount owing to DFATD at Invoice #/C.
- 7.7.5.6 Supporting information for each cost included in the ACS must be available and must be in sufficient detail that an audit can be carried out if required. DFATD reserves the right to reject the ACS or to recover excess amounts paid based on its own audited findings.

7.7.6 Reconciliation of Payments to Actual Costs

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:

- 7.7.6.1 For individual Work Authorizations issued in accordance with the Work 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 Work Authorization. This reconciliation will, at a minimum:
- confirm that costs paid are Allowable Costs;
 - confirm that Direct Subcontract Costs paid equal Direct Subcontract Costs incurred;
 - confirm that, where applicable, rates used for the estimation of Direct Labour or other Allowable Costs are equal to agreed rates;
 - confirm that the level of effort (hours) used for the estimation of Direct Labour Costs are equal to level of effort (hours) expended;
 - confirm that the Fees paid are appropriate and are based on the final estimate of Allowable Costs.
- 7.7.6.2 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 ACS accepted by Canada. The reconciliation will support the identification of amounts owing to the Contractor or any credit amount due to DFATD at invoice #/C. This reconciliation will, at a minimum:
- confirm that costs paid are Allowable Costs;
 - confirm that cost reimbursed through payment equal actual Allowable Costs incurred. This will include, but may not be limited to:
 - confirmation that Direct Subcontract Costs paid equal Direct Subcontract Costs incurred;
 - confirmation that Direct Labour Costs paid equal Direct Labour Costs incurred;
 - confirmation that Travel Costs paid equal Travel Costs incurred;

- iv. etc.
- c. confirm that Fees paid are appropriate and are based on the actual Allowable Costs (excluding applicable taxes) incurred.

7.8 Invoicing Instructions

Canada will pay the Contractor in accordance with Appendix B - Terms of 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, acts and codes in force in Canada. Where concurrent legislation, codes and regulations exist in the United Kingdom, the Contractor must meet the most stringent requirements. Reference to Applicable Canadian Laws is in Annex 8 to Appendix A – Statement of Work.

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 British 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 (2021-12-02);
- (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 B, Terms of Payment;
- (f) Appendix C, Security Requirements Checklist;
- (g) Appendix D, Work Authorization Form;
- (h) Appendix E Financial Bid Form;
- (i) Appendix L, Insurance Requirements;
- (j) the signed Work Authorizations (including all of its Annexes, if any);
- (k) 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

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

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

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

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.

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 L - 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 five hundred thousand dollars (\$5,000,000), but in no event shall the sum be greater than twenty million dollars (\$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.

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.

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.

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 Financial Security

7.15.1 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within thirty (30) calendar days after the date of contract award:

- a. a performance bond form [PWGSC-TPSGC 505](#) in the amount of £500,000 pounds; or
- b. a performance bond form [PWGSC-TPSGC 505](#) and a labour and material payment bond form [PWGSC-TPSGC 506](#), each in the amount of £500,000 pounds; or
- c. a labour and material payment bond form [PWGSC-TPSGC 506](#) in the amount of £500,000 pounds or
- d. a security deposit as defined in clause [E0008C](#) in the amount of £500,000 pounds.

Any bond must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7.15.2 Security deposit definition: Contract

1. "Security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or
 - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "Approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association (Payments Canada);
 - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - c. a credit union as defined in paragraph 137(6) of the [Income Tax Act](#);
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.
3. "Government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#);
 - c. registered in the name of the Receiver General for Canada.
4. "Irrevocable standby letter of credit"
 - a. means any arrangement, however named, or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to affect such payment, or accept and pay such bills of exchange; or

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- iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office;
 - e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

7.16 Government Site Regulations

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

7.17 Language of Services

7.17.1 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.

7.17.2 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.

7.18 Dispute Resolution

7.18.1 Interpretation

- 7.18.1.1 "Dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with subparagraph 7.18.3.2., and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or

exemplary damages, property damages, insured losses, injury to persons, death, or any claim based on an allegation of libel or slander; and

- 7.18.1.2 The dispute resolution procedures set out herein, do not apply to any claim by Canada against the Contractor, except any counterclaim in a dispute as defined in subparagraph 7.18.1.1.

7.18.2 Consultation and Cooperation

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

7.18.3 Notice of Dispute

- 7.18.3.1 Subject to subparagraph 7.18.1.1., any dispute between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor, and which is not settled by consultation and co-operation, must be resolved in the first instance by Canada, whose written decision or direction will be final and binding, subject only to the provisions herein. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the Contract.
- 7.18.3.2 The Contractor shall be deemed to have accepted the decision or direction of Canada, referred to in subparagraph 7.18.3.1. above, and to have expressly waived and released Canada from any claim in respect of the matter dealt with in that decision or direction unless, within fifteen (15) working days following receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under paragraph 7.18.4., Negotiation. Such notice must refer specifically to paragraph 9.4., Negotiation, and must specify the issues in contention and the relevant provisions of the Contract.
- 7.18.3.3 The provision of a written notice in accordance with subparagraph 7.18.3.2. above does not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, must not be construed as an admission by the Contractor of the correctness of such decision or direction.
- 7.18.3.4 If a dispute is not resolved promptly, Canada must give such instructions that, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor must continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance will not prejudice any claim that the Contractor may have with respect to the matter in dispute.
- 7.18.3.5 Nothing in these Dispute Resolution procedures relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract.

7.18.4 Negotiation

- 7.18.4.1 Within ten (10) working days following receipt of a notice referred to in paragraph 7.18.3., Notice of Dispute, by Canada, the parties must commence negotiations to

resolve the dispute. Negotiations must occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration, or management of the matter in dispute under the Contract.

- 7.18.4.2 If the representatives referred to in subparagraph 7.18.4.1. above are unable to resolve some or all of the issues which are the subject of the negotiations within thirty (30) working days, the parties must refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a higher ranked representative or representatives of Canada.
- 7.18.4.3 If negotiations fail to resolve the dispute within thirty (30) working days from the date that the dispute is referred to the second level of negotiation, either party may, by giving written notice to the other party within fifteen (15) working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- 7.18.4.4 Additional levels of negotiation and periods of time longer than those prescribed above may be agreed to in writing by the parties. At each level of negotiation, both the Contractor and Canada must identify their representative(s).
- 7.18.4.5 Should the abovementioned notice provisions not be followed; the dispute will be considered to be abandoned.

7.18.5 Mediation

- 7.18.5.1 If mediation is requested in accordance with paragraph 7.18.4., Negotiation, mediation must be conducted in accordance with paragraph 7.18.8., Rules for Mediation of Disputes.
- 7.18.5.2 If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator must be appointed in accordance with paragraph 7.18.8, Rules for Mediation of Disputes, immediately following delivery of a notice requesting mediation, in accordance with paragraph 7.18.4, Negotiation.
- 7.18.5.3 If the dispute has not been resolved within
- i) thirty (30) working days following the appointment of a Project Mediator in accordance with 7.18.5.2, if a Project Mediator was not previously appointed;
 - ii) thirty (30) working days following receipt by Canada of a responding party's written notice referred to in 7.18.3., "Notice of Dispute", if a Project Mediator was previously appointed; or
 - iii) such other longer period as may have been agreed to by the parties.

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

7.18.6 Confidentiality

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

7.18.7 Settlement

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

7.18.8 Rules for Mediation of Disputes

7.18.8.1 Appointment of a Project Mediator

- 7.18.8.1.1 By mutual consent and at any time after entry into the Contract, the parties to the Contract may appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with respect to the interpretation, application or administration of the Contract. In this case, they must jointly enter into a contract with the appointed Project Mediator.
- 7.18.8.1.2 If the parties do not appoint a Project Mediator pursuant to subparagraph 7.18.8.1.1, they must appoint a Project Mediator within thirty (30) days following receipt of a written notice from either party requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator must meet the requirements as set out for the contract described in subparagraph 7.18.8.1.1.
- 7.18.8.1.3 When mediation is requested pursuant to subparagraph 7.18.8.1.1, within fifteen (15) days the parties must send the Project Mediator
- i) a copy of the notice requesting negotiation under paragraph 7.18.3., Notice of Dispute;
 - ii) a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
 - iii) a copy of the Contractor's written request for mediation required under paragraph 7.18.4, Negotiation.
- 7.18.8.1.4 If the parties have not agreed on a Project Mediator, Canada must forthwith provide the Contractor with a list of three (3) candidates from which the Contractor shall choose the Project Mediator.
- 7.18.8.1.5 If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, a contract and a Mediation Agreement must be negotiated forthwith. The Mediation Agreement must incorporate or otherwise comply with the provisions of these Rules and follow the format identified in paragraph 7.18.9, Mediation Agreement. If negotiations are unsuccessful, or if for other reasons the individual is unwilling or unable to enter into a contract to act as Project Mediator, the parties must repeat the process with the Contractor's second selected mediator.
- 7.18.8.1.6 Upon execution of the contract with the Project Mediator, the parties must provide the Project Mediator with copies of the documents referred to in subparagraph 7.18.8.1.3.

7.18.8.2 Confidentiality

- 7.18.8.2.1 Subject to subparagraph 7.18.8.2.2, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or

representatives must keep confidential all matters and documents disclosed during mediation proceedings, except where the disclosure is necessary for any implementation of any agreement reached or as required by law.

7.18.8.2.2 Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding must not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.

7.18.8.2.3 Neither party must make transcripts, minutes, or other records of a mediation conference.

7.18.8.2.4 The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties, or where they are opposed in interest, without the express written permission of the parties.

7.18.8.2.5 All information exchanged during mediation procedures, by whatever means, must be without prejudice and must be treated as confidential by the parties and their representatives, unless otherwise required by law.

7.18.8.3 Time and Place of Mediation

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

7.18.8.4 Representation

7.18.8.4.1 Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.

7.18.8.4.2 If the Project Mediator is a lawyer, they must not provide legal advice to a party during the course of the mediation conference but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

7.18.8.5 Procedure

7.18.8.5.1 The parties agree to an exchange of all facts, information, and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange must be completed no later than three working days prior to the date set for a mediation conference.

7.18.8.5.2 The Project Mediator must be free to meet with the parties individually during a mediation conference if they are of the opinion that this may improve the chances of a mediated settlement. Either party may request such an individual meeting at any time.

7.18.8.5.3 The parties may agree to extend the thirty (30) working days available for settlement of the dispute through mediation. The Project Mediator must record that agreement in writing.

7.18.8.6 Settlement Agreement

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

7.18.8.7 Termination of Mediation

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

7.18.8.8 Costs

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

7.18.8.9 Subsequent Proceedings

- 7.18.8.9.1 The parties must not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
- i) any documents of other parties that are not otherwise producible in those proceedings;
 - ii) any views expressed, or suggestions made by any party in respect of a possible settlement of issues;
 - iii) any admission made by any party during mediation unless otherwise stipulated by the admitting party; and
 - iv) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.

7.18.8.9.2 The Project Mediator must neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.

7.18.8.9.3 The Project Mediator must not be subpoenaed to give evidence relating to:

- i) the Project Mediator's role in mediation;
- ii) or the matters or issues in mediation, in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

7.18.9 Mediation Agreement

7.18.9.1 An agreement to submit an existing dispute to mediation will be embodied in the following agreement:

7.18.9.1.1 **Agreement to Submit:** We, the undersigned parties, agree to submit the controversy regarding [DESCRIBE BRIEFLY] to mediation.

7.18.9.1.2 **Location:** The mediation shall be held in a mutually agreed upon location.

7.18.9.1.3 **Discovery:** The parties agree to prepare mediation briefs for the mediator outlining their positions and exchange all information upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than three (3) days prior to the date set for the mediation.

7.18.9.1.4 **Cost:** The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of the hearing room, if any, shall be borne equally by the parties.

7.18.9.1.5 **Schedule:** The parties shall jointly select a date for the mediation that is no later than [] days from the date a mediator is selected, and the matter is to be concluded within [] days, subject to any extension recommended by the mediator and agreed to by the parties.

7.18.9.1.6 **Termination of Agreement:** Either party may terminate this agreement at any time during the mediation.

7.18.9.1.7 **Confidentiality:** All Information exchanged during the entire procedure shall be regarded as "Without Prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the mediation.

7.18.9.1.8 **Caucusing:** The mediator is free to caucus with the parties individually, as he sees fit to improve the chances of a mediated settlement. Any confidential information revealed to the mediator by one party during such caucusing may only be disclosed to the other party(ies) with the former party's express permission.

7.18.9.1.9 **Prohibition against Future Assistance:** It is agreed that the mediator will neither represent nor testify on behalf of any of the parties in any subsequent legal proceeding between the parties or where they are opposed in interest. It is further

agreed that the personal notes and written opinions of the mediator made in relation to this mediation are confidential and may not be used in any subsequent proceeding between the parties or where they are opposed in interest.

7.19 Taking the Work Out of the Contractors Hands

7.19.1 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 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.

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

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

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

7.20 Effect of Taking the Work Out of the Contractors Hands

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

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

7.20.3 When the Project Authority or Technical 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

Sollicitation No. - N° de l'invitation
08324-200590/B
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
08324-200590

Buyer ID - Id de l'acheteur
FK307
CCC No./N° CCC - FMS No./N° VME

plant, materials or interest will revert to the Contractor.

Appendix A
Statement of Work

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1. INTRODUCTION, PURPOSE AND SCOPE

1.1. Background

The Department of Foreign Affairs, Trade and Development Canada, (also known as DFATD and “the Department”) is designated as the Government of Canada’s custodian responsible for all federal real property in support of diplomatic and consular purposes outside Canada. In this role, DFATD advances Canada’s values and interests internationally, delivers international programs, provides commercial and consular services to Canadians at home and abroad and manages the Government of Canada’s global network of Missions.

The International Platform Branch (ACM) of DFATD manages a diverse international real estate portfolio and delivers real property and common services to support Government of Canada program objectives. They do this through the provision of safe, secure, productive, environmentally sustainable, and affordable workplaces that accommodate over 7,500 government employees from more than 30 federal departments, agencies, crown corporations and provincial governments who deliver a vast array of program-related services in over 170 missions in 110 international jurisdictions.

Canada House, located in the Westminster District of London, is home to the High Commission of Canada to the United Kingdom and Northern Ireland (also referred to as the Mission). Canada House is comprised of two adjoining buildings located at 5 Trafalgar Square and 2-4 Cockspur Street.

The Mission in London supports all Canadian interests with a complement of 15 programs and 294 employees. In addition to DFATD, there are nine (9) other Canadian federal departments represented at the Mission, as well as two (2) provinces (Ontario and Alberta). DFATD is the client and primary of two tenants at Canada House. The other tenant is a Department of the UK government, currently located at 2-4 Cockspur Street.

CANADA HOUSE



2-4 Cockspur Street



5 Trafalgar Square

1.2. Purpose and Scope

This Statement of Work sets out the Work that the Contractor must perform and reflects DFATD's current requirements for all-inclusive Property Management, Facility Management, Project Delivery and Optional Services at the High Commission of Canada to the United Kingdom and Northern Ireland in London, England.

The Contractor must act diligently, efficiently, and in good faith providing all services and obligations required under this Contract, including labour, supervision, material, consumables, transportation, tools, and equipment within all areas, unless specifically excluded by the Technical Authority.

All financial figures in this Statement of Work are expressed in Canadian currency and are inclusive of applicable taxes.

Details of the Work are set out in this Statement of Work under the sections listed below. Each section of the Statement of Work is organized into two sub-sections: Context and Scope of Services. Context supplies important information about providing the service to DFATD. Scope of Services states the Work that the Contractor must provide to meet DFATD's requirements as described and/or as directed by the Technical Authority.

1.3. Overview of Requirements

Canada House is comprised of two adjoining buildings at 5 Trafalgar Square and 2-4 Cockspur. The two buildings function independently in terms of their core building systems. Total gross area of both buildings is 14,517 m², with 6,000 m² at 5 Trafalgar Square and 8,517 m² at 2-4 Cockspur.

DFATD's goal is to obtain the best value for Canadian taxpayers' dollars for the provision of services for the Government of Canada, with due regard to prudence, probity, and transparency. The Contractor is expected to support and contribute to these goals as well as propose, implement, and maintain creative and innovative approaches in the delivery of services and apply their full expertise for the benefit of DFATD.

DFATD is committed to providing occupants with a productive, safe, and healthy work environment. Indoor air quality, thermal comfort, lighting, and acoustics are essential components of a healthy work environment and must be addressed in day-to-day operations and maintenance.

The Contractor must conform to all Canadian legislation, codes, and regulations at all times. Where concurrent legislation, codes and regulations exist in the United Kingdom, the Contractor must meet the most stringent requirements. Where there are concerns regarding what requirements are to be applied, direction should be sought from the Technical Authority. References to Canadian legislation, acts, codes, regulations, policies, and directives that apply to the services under this Statement of Work are provided in Annex 8 – List of Acts, Codes, Regulations, Legislation, Policies and Directives.

DFATD will provide Government Furnished Accommodation (GFA) to the Contractor in designated locations within the assets at no charge to the Contractor. This GFA includes office space, mechanical rooms, cleaning closets, and building operator rooms to be

used exclusively for the purpose of providing services to the assets included in the Contract. DFATD reserves the right to change the location of the GFA. The Contractor must provide all other accommodations and facilities required to carry out the Work not explicitly provided as GFA.

2. REQUIREMENTS RELATED TO ALL SERVICES

2.1. Contract Relationship Management

Context

DFATD regards this Contract as a business relationship in which the parties will work together in an environment of mutual respect and trust. Key points of contact in this contract include:

- The Technical Authority who is responsible for technical aspects of the contract and is DFATD's key point of contact for the ongoing management of the resultant contract. The term "Technical Authority" used throughout this Statement of Work refers to the Technical Authority or delegate and the associated resource group within DFATD.
- The Contract Authority who is the PWGSC representative with authority to enter or amend a Crown procurement contract for goods, services, or construction on behalf of Canada.
- The Relationship Manager is the Contractor's key point of contact for this Contract who is responsible for all management, technical, and day-to-day aspects of the Contract.

Scope of Services

- 2.1.1. The Contractor must appoint a Relationship Manager who will be responsible for instituting appropriate measures to manage the Contract relationship with DFATD.
- 2.1.2. The Contractor's Relationship Manager's responsibilities include, at a minimum:
 - a) reviewing ongoing work, quality management and performance reports and discussing associated issues;
 - b) addressing and resolving operational and service delivery issues;
 - c) sharing best practices and experiences and identifying opportunities to improve services and relationships and/or reduce costs;
 - d) developing joint communication strategies as requested by the Technical Authority;
 - e) ensuring integrated day-to-day service delivery to building tenants;
 - f) organizing and participating in monthly meetings at the management level with the DFATD Technical Authority;

- g) organizing and participating in Quarterly Executive (level) Meetings including the Contractor's Account Executive and DFATD's Technical Authority, and on an as required basis, other stakeholders, and subject matter experts.
- h) for monthly and quarterly meetings, the Contractor must prepare the meeting agenda and provide it to DFATD at least five (5) business days in advance of the meeting, prepare any required presentation material and prepare meeting Records of Decision and provide them to DFATD within five (5) business days following the meeting. The Record of Decisions must include issues, discussion summary and action items; and
- i) attending and participating in-person (where reasonable) in an annual joint session, to be held in the first quarter of each year, with representatives from DFATD and the Contractor's organization, in order to review operations and performance and to identify opportunities for continuous improvement within the context of this Contract. DFATD will plan and facilitate the session jointly with the Contractor.

2.2. Tenant Relationship Management

Context

DFATD is committed to providing productive work environments for its tenants. The quantity, quality and location of space must meet tenant program needs and be balanced with broader government objectives such as value for money and sustainable development. It must also respect government standards such as Occupational Health and Safety and Accessibility standards.

Scope of Services

- 2.2.1. The Contractor must implement a comprehensive tenant relationship management program. To this end, the Contractor must:
- a) develop and maintain professional relationships with tenants;
 - b) develop and implement a tenant communications program to provide regular written communications on upcoming maintenance and cleaning activities, essential building operations, and to promote and provide information on energy conservation initiatives, environmental and health and safety priorities, among others;
 - c) plan and schedule Work in consultation with tenant requirements and ensure the least disruption to their operations and programs;
 - d) provide and manage normal and additional building services as outlined in tenant MOUs and leases or other agreements for third-party occupancies and advise the Technical Authority of any new tenant requests for services not contained in the MOUs or other agreements; and

- e) ensure that existing and/or new tenant service requests are delivered in accordance with the requirements set out in this Statement of Work or as directed by the Technical Authority.
- 2.2.2. Develop a generic Client Satisfaction survey (CSAT) template for review and acceptance by the Technical Authority prior to undertaking any Client Satisfaction surveys.
- 2.2.3. Undertake an annual Client Satisfaction (CSAT) survey in the month of April and provide the survey results together with an Action Plan that responds to the results of the Survey to the Technical Authority on or before the last business day in June. This information helps to better understand overall performance and provides details that support upcoming project requirements.

2.3. Quality Management

Context

DFATD is committed to quality management and continual improvement through the establishment of a Quality Monitoring Program which supports the principles of the International Organization for Standardization (ISO). The intent is to foster high-level performance, a good working environment, mutual trust, cooperation, and accountability, while recognizing the Contractor's role as an authority in performing quality management through their own Quality Management System.

Scheduled DFATD quality monitoring reviews provide a forum for identifying and discussing quality nonconformities and recurring problems raised by the Contractor and/or the Technical Authority. DFATD will conduct quality monitoring activities it deems appropriate to ensure that requirements are being met and may raise quality nonconformities to address service or process deficiencies. Only the Technical Authority will be authorized to close quality nonconformities raised by DFATD. Details of DFATD's quality monitoring activities are described in Annex 1- Quality Monitoring Program, including definitions of quality-related terms.

DFATD's role in quality management includes:

- establishing service delivery requirements and performance indicators and reviewing these as appropriate;
- collecting performance data where applicable and sharing it with the Contractor, including data from critical event reporting and from tenant surveys;
- providing feedback on Contractor-provided Quality Management System deliverables, including reports and performance data;
- performing Quality Monitoring reviews to confirm the effectiveness of the Contractor's Quality Management System and to ensure confidence in the Contractor's reported performance data. These reviews provide a forum for identifying nonconformities raised by the Contractor, the Technical Authority or other DFATD representatives;

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- providing feedback to the Contractor through reviews of Quality Management System checklists and processes and through joint management reviews; and
- promoting a good working environment aimed at continual improvement, by participating with the Contractor in addressing process and service delivery issues.

The Contractor's Quality Management System should demonstrate the Contractor's commitment to quality, DFATD and client satisfaction, continual improvement through objective evidence that service delivery requirements are performed as required, and that quality nonconformities are addressed to prevent their recurrence. Recurring problems, issues and trends must be registered and tracked by the Contractor in their Quality Management System Register.

The Contractor provides access to their Quality Management System to allow DFATD to determine the status of quality nonconformities. Recurring problems and issues are tracked by DFATD.

Scope of Services

The Contractor must:

- 2.3.1. prepare a Quality Management Plan indicating how the quality requirements are set out in the Contract, including timelines and resources, and provide it to the Technical Authority on or before the end of March 2023 for review and acceptance and as required thereafter when/if changes are made to the Plan.
- 2.3.2. appoint a designated management representative at the building level with the authority and responsibility to develop, implement, maintain, and improve the Contractor's Quality Management Plan, procedures and processes and ensure that DFATD requirements are communicated throughout the Contractor's organization.
- 2.3.3. document quality control and assurance processes, procedures and checklists, supported by performance measurement and reporting deliverables and metrics to facilitate measurement, reporting, analysis, corrective action and continual improvement of service delivery and related business processes, including subcontractor management, environmental management and sustainability, occupational health and safety, incident reporting, property management, project delivery, financial management, information management and reporting and emergency planning, among others.
- 2.3.4. develop and utilize their Quality Management System to manage and report on the quality-of-service delivery, conduct performance measurement, and provide

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performance data for the Performance Indicators identified in Annex 2 – Performance Measurement Regime.

- 2.3.5. develop, maintain, and utilize Standard Operating Procedures (SOPs), which must be prepared and submitted to the Technical Authority in accordance with the information and/or timeframes included in Annex 4 – Standard Operating Procedures. SOPs must be resubmitted to the Technical Authority for review and acceptance whenever changes are made to the format, content, or scope of an originally accepted document and/or when requested.
- 2.3.6. submit Performance Indicator data consistent with DFATD standards as directed by the Technical Authority.
- 2.3.7. cooperate and participate with DFATD during quality inspections, provide resources and information as requested by the Technical Authority and identify and manage quality nonconformity information by:
 - a) identifying, managing, and reporting quality nonconformities from the time they are identified to close-out;
 - b) documenting and tracking DFATD's recommendations for improvement;
 - c) reporting quality nonconformities monthly; and
 - d) identifying and reporting root cause analysis of quality issues to the Technical Authority, together with proposed preventive and corrective actions to resolve them, including scheduled completion dates.
- 2.3.8. resolve quality nonconformities to the satisfaction of the Technical Authority by:
 - a) identifying the root cause of quality nonconformities;
 - b) including DFATD input during the planning of corrective actions;
 - c) carrying out corrective actions;
 - d) seeking Technical Authority review of planned corrective actions, approval of the scheduled completion dates and approval to close quality non-conformities raised by the Technical Authority;
 - e) taking action to minimize the escalation of minor quality nonconformities to major ones;
 - f) providing evidence that corrective actions have eliminated the causes of quality nonconformities; and
 - g) conducting management reviews.
- 2.3.9. submit monthly quality reports and participate in monthly meetings coordinated by the Technical Authority to review performance results as identified in Section 2.1.2.

2.4. Performance Measurement Regime

Context

The purpose of performance measurement is to ensure that DFATD is well-positioned to meet its objectives through a client-focused approach to service delivery, and that there is continual improvement in the way services are delivered. The methodology for evaluating Contractor performance as set out in Annex 2 - Performance Measurement Regime:

- a) defines DFATD'S performance goals and objectives;
- b) identifies Key Performance Indicators (KPIs) and Objectives and Key Results (OKRs), with associated metrics to demonstrate that targeted results have been achieved;
- c) describes the approach to Performance Evaluation that the Contractor is expected to follow;
- d) identifies specific KPI calculation methods, including scoring equations that contain values established by DFATD; and
- e) supports Quality Monitoring activities.

The goals and objectives related to Property and Facility Management and Project Delivery Services are identified below.

- **Goal 1: Protect our people**
Objectives: Provide a healthy, safe, and productive environment for staff, tenants, and visitors by minimizing risks and demonstrating compliance with the most relevant legislation, regulations, and standards.
- **Goal 2: Satisfy/Enable our clients**
Objectives: Support and enable the Mission's program requirements as they relate to the facility. This is achieved by being responsive to the client, to the changing needs of the government of Canada, and by providing timely, effective, and efficient services in support of Mission operations.
- **Goal 3: Preserve our assets**
Objectives: Manage building systems and components through a strategic approach to lifecycle management. This includes planning and implementing investments (projects) that maintain and/or increase the useful life, sustainability, and functionality of DFATD assets while supporting the government of Canada's desired socio-economic outcomes, such as federal environmental goals.

These goals and objectives are supported by KPIs and OKRs, which are described in detail in Annex 2 – Performance Measurement Regime.

Should optional services be exercised by DFATD, additional KPIs or OKRs will be incorporated into the existing Regime as part of the In-Contract Transition exercise, if required. For each new KPI or OKR, the associated metrics, including performance expectations (baselines, targets, dates), will be established at that time.

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Evaluation of the Contractor's annual performance is completed after March 31st of each year. The Contractor's performance will determine the amount of the performance holdback to be released.

Scope of Services

The Contractor must:

- 2.4.1. provide accurate performance data analyzing and assessing performance, and report on it monthly.
- 2.4.2. document, monitor, and report on performance and/or quality issues from the time that they are identified. This information must be readily available and electronically accessible to DFATD.
- 2.4.3. provide a quarterly overview and update on performance and quality results at the Quarterly Executive Meeting.
- 2.4.4. identify and present opportunities for continuous improvement of the performance regime, including proposed adjustments to individual KPIs and/or OKRs and changes to minimum baselines in order to establish the performance benchmarks, objectives, and targeted results for the upcoming year at the Annual Joint Session. The Contractor must prepare the Agenda, any required presentation material and meeting Records of Decision and provide them to the Technical Authority within five (5) business days following the meeting.

2.5. Subcontractor Management

Context

While the Contract for the delivery of services is between DFATD and the Contractor, it is anticipated that the Contractor will deliver some operating, maintenance and project delivery services called for in this Statement of Work through subcontractors.

As independent entities, it is recognized that Contractors select their own subcontractors. It is imperative that these selection processes be fair, open, and transparent and that qualified subcontractors have the opportunity to be considered for work.

DFATD believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted services.

Scope of Services

The Contractor must:

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- 2.5.1. select and take full responsibility for all Work performed by their subcontractors.
- 2.5.2. ensure their selection processes are fair, open, and transparent.
- 2.5.3. demonstrate that they use a competitive subcontracting process and prequalification process reflecting good industry practices and legal obligations. In doing so, the Contractor must:
 - a) conduct competitive bidding in accordance with Section 2.5.9;
 - b) evaluate the qualifications of all subcontractors who express an interest in performing Work in buildings included in the Statement of Work;
 - c) utilize a list of prequalified bidders on an equalized basis for Work under \$24,999;
 - d) ensure that all subcontractors have the appropriate skills, documentation and have participated in and completed the Contractor's orientation program prior to working in DFATD's facilities; and
 - e) provide the name of the successful subcontractor and the value of the contract awarded to all unsuccessful bidders for all Work over \$24,999.
- 2.5.4. develop and utilize a comprehensive Orientation Program that outlines DFATD's expectations and security requirements (such as escorting requirements, High Secure Zones, and key control), tenant considerations, health and safety policies, and site cleanliness, among others. The Orientation Program must be provided to the Technical Authority for review and acceptance.
- 2.5.5. when delivering any Work through a subcontractor:
 - a) prepare tender and contract documents that clearly set out the required materiel, labour, and services;
 - b) manage subcontractors and ensure they provide the required services in a manner consistent with the Terms and Conditions of this Contract and achieve timely delivery of quality services and best value;
 - c) coordinate and/or escort subcontractors who do not have a valid DFATD-issued security clearance and/or building access pass while in common or operational space;
 - d) establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables and adherence to schedules and costs;
 - e) verify the quality and successful completion of subcontractor Work prior to making payment;
 - f) provide DFATD with an opportunity to review subcontractor Work prior to providing certification of substantial completion and making final payment to subcontractors when requested by the Technical Authority or when deemed appropriate;
 - g) provide for dispute resolution, initiation of subcontract amendments and payments;

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- h) respond diligently to any enquiries from industry or DFATD concerning the awarding of subcontracts; and
 - i) inform the Technical Authority of any unresolved enquiries in a timely manner.
- 2.5.6. establish a list of subcontractors used on a rotational basis for Minor Work with an estimated value less than \$24,999. The selection process used to establish and/or maintain the list must include a prequalification method, reflecting industry best practices, and must have the capability to:
 - a) validate, record, and maintain information on the qualifications of the subcontractors;
 - b) select prequalified subcontractors to perform Work on an equalized rotational basis in an open, fair, and transparent manner; and
 - c) provide the opportunity for other qualified subcontractors to be considered for Work on a regular basis.
- 2.5.7. provide documentation with respect to subcontracting practices, to the Technical Authority upon request, including:
 - a) the name of the successful subcontractor and the value of the contract awarded;
 - b) the names of unsuccessful bidders; and
 - c) documentation demonstrating that unsuccessful bidders have been advised of the results of the competitive bidding process.
- 2.5.8. use clearly documented selection criteria to ensure competitive bidding and reflect an open, fair, and transparent process when subcontracting services to ensure Best Value. The Contractor must:
 - a) tender Work with an estimated value between \$25,000 –\$99,999.99, including applicable taxes, by using an invited tendering process that includes a minimum of three (3) pre-qualified subcontractors;
 - b) tender Work with an estimated value between \$100,000 - \$249,999.99, including applicable taxes, by using an invited tendering process that includes a minimum of five (5) pre-qualified contractors; and
 - c) tender Work with an estimated value exceeding \$250,000, including applicable taxes, using an open tendering process, such as advertising in major newspapers, trade, or association journals or on an electronic bulletin board.
- 2.5.9. record the number of bids received for tendered Work and maintain this information on the applicable property and/or project file. The information shall

STATEMENT OF WORK

remain available upon request and the Contractor must be able to provide the rationale for choosing a subcontractor.

- 2.5.10. establish and use a procedure that clearly stipulates the way in which subcontractor services will be procured on a non-competitive basis to respond to emergencies and urgent situations where an expedient response is critical and precludes the use of the competitive bidding processes identified in Section 2.5.9 above. The procedure must be accepted by the Technical Authority before being implemented. Reasons for procuring the services of a subcontractor on a non-competitive basis must meet one of the four exceptions to the use of a competitive bidding process documented in the Treasury Board of Canada's Contracting Policy. Use of a non-competitive procurement process must be documented on the Work Authorization and the related justification must be maintained on the applicable property and/or project file.
- 2.5.11. ensure that any deviation from the requirements identified above is presented to and accepted by the Technical Authority in writing, reflected on the associated Work Authorization and documented and maintained on the applicable property and/or project file.
- 2.5.12. the Technical Authority reserves the right to request that the Contractor solicit additional bids should the pricing received in response to a competitive bidding process warrant validation.

2.6. Occupational Health and Safety

Context

DFATD is committed to a safe and healthy Workplace for its employees, the safety and well-being of tenants, occupants, the public and Contractors, and protection of the environment in all its operations.

DFATD is governed by and, as an employer, is required to meet the requirements for health and safety provisions in the Canada Labour Code Part II, the Occupational Health and Safety Directive, as well as other health and safety related legislation, regulations, codes, and standards including requirements of authorities having jurisdiction.

In this contract, the Contractor is required to exercise overall control and responsibility for the Workplace with respect to occupational health and safety matters in relation to all Work carried out in the Workplace, including any Work not delivered or managed directly by the Contractor. DFATD may engage third parties to carry out Work in the building from time to time. When work is carried out by a third party, it is the responsibility of the Contractor to work collaboratively with third parties and stakeholders to ensure that Work is delivered and administered in an efficient and effective manner and in accordance with health and safety legislation, standards, and regulations. This role for the Contractor is also referred to as "Constructor".

Scope of Services

The Contractor must:

- 2.6.1. exercise overall control and responsibility for the Workplace with respect to occupational health and safety matters and ensure compliance with occupational health and safety legislation, policies, programs and building-specific Occupational Health and Safety Plans.
- 2.6.2. prepare and implement a documented Occupational Health and Safety Program together with associated policies, procedures and work instructions incorporating all applicable legislation, regulations, policies, and guidelines governing occupational health and safety, which may be amended from time to time and accounting for DFATD and tenant occupational health and safety obligations and instructions received from them. The Occupational Health and Safety Program includes:
 - a) health and safety policy and related procedures, and a code of practice for safe operating practices and procedures;
 - b) a statement of responsibilities of the Contractor's managers, supervisors, employees, and persons granted access to the Workplace;
 - c) training plan for employees, supervisors, and managers;
 - d) inspection policy and procedure;
 - e) identification and control of hazards and job hazard analysis for critical tasks;
 - f) procedures for investigation of accidents, dangerous occurrences, refusal to work, communication and record keeping procedures;
 - g) identification of personnel and procedures for emergency work;
 - h) procedures for including the Contractor's subcontractors and other workers in the Occupational Health and Safety Plan/Program; and,
 - i) evaluation and monitoring of the Occupational Health and Safety Plan/Program on a regular basis.

The required content of the Contractor's Occupational Health and Safety Program is further described in Annex 3 - Occupational Health and Safety.

- 2.6.3. identify and maintain a contact list of personnel responsible for the Occupational Health and Safety Plan and Program, Emergency Action Plans, and procedures for handling emergency work where it is not practicable to follow normal procedures, and as well as key personnel and safety requirements necessary for the Work to take place and provide to the Technical Authority upon request.
- 2.6.4. cooperate with local regulatory and public authorities, as required by law, act as the first point of contact with authorities having jurisdiction; submit

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- documentation required by authorities having jurisdiction, such as notices of project and related information and maintain copies of communication, reports and orders arising from visits by an authority having jurisdiction.
- 2.6.5. coordinate with tenants on building issues, issues related to contractor Work in the building; and participate in identifying occupational health and safety requirements for tenant units performing Work.
 - 2.6.6. support the implementation of Work undertaken by others in the building and ensure appropriate due diligence to in coordinate and take control of all Work in the Workplace, except when approved in writing by the Technical Authority. In this role, the Contractor must participate as part in all phases of the project from planning through to project completion taking, take responsibility for the health and safety of persons granted access to the Workplace, and ensuring ensure they comply with the Contractor's site-specific Occupational Health and Safety Plan.
 - 2.6.7. provide an orientation to contractors granted access to the building and supply information including the building-specific Occupational Health and Safety Plan, a description of the occupational health and safety responsibilities and procedures for contractors, a hazard assessment, and a code of practice for safe Work procedures.
 - 2.6.8. coordinate construction activity, adopt, and apply policies and procedures, apply adequate oversight to ensure the use of safe work practices on the Worksite; and monitor compliance with occupational health and safety legislation, building and site-specific Occupational Health and Safety Plans and other occupational health and safety procedures.,
 - 2.6.9. manage contractor access to the building in conjunction with building security, including access to mechanical and electrical rooms and other building operations locations, oversee Work in these locations, plan and conduct required system shutdowns, assign Work sites to contractors, and coordinate and schedule use of elevators, loading dock and Work site access routes.
 - 2.6.10. plan, organize, lead, and record decisions for meetings with third parties and stakeholders as required for health and safety and construction co-ordination and oversight, and provide them to the Technical Authority upon request.
 - 2.6.11. prepare and implement a project-specific Health and Safety Plan for Work involving two or more contractors (including the Contractor themselves) to coordinate all activities on the worksite. The project-specific Health and Safety Plan must conform to the building-specific Occupational Health and Safety Plan

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and be tailored to the type of Work to be performed and submitted to the Technical Authority for review and acceptance, and reaccepted if changed.

- 2.6.12. ensure that all the employers and workers on a construction project worksite comply with all applicable health and safety laws, regulations, and standards.
- 2.6.13. ensure the appropriate parties acquire all necessary inspections, approvals and permits from authorities having jurisdiction, including, for example, building permits and confined space entry permits, prior to the performance of any work including, but not limited to, asbestos abatement work, raised platform work, trenching and excavation work, hot work, and live stream work.
- 2.6.14. implement health and safety training and hazard communication procedures to ensure that all persons granted access to the Workplace are made aware of and follow procedures, work instructions and other requirements including the building-specific Occupational Health and Safety Plan, project-specific Health and Safety Plans and safe work procedures.
- 2.6.15. complete accident reports and hazardous occurrence investigation reports and provide copies of them to the Technical Authority immediately, as prescribed by the applicable Occupational Health and Safety Act and in accordance with DFATD policies.
- 2.6.16. in conjunction with the Technical Authority, assume responsibility for the publication of all Health and Safety notices for employees, staff and visitors and all other necessary signage in the premises throughout the period of the Contract and provide to the Technical Authority for review and acceptance.
- 2.6.17. conduct, and record decisions of, regular meetings of the Contractor's Occupational Health and Safety Committee as prescribed by the applicable legislation, and attend, upon request, DFATD and tenant Health and Safety Committee meetings to facilitate communication between the Contractor and the tenant committee(s) on Workplace health and safety issues.
- 2.6.18. plan, provide, monitor, measure, assess, follow-up and report to the Technical Authority on health and safety risks, hazards, nonconformities, accidents, activities, and processes in keeping with all applicable legislated health and safety acts and regulations as well as DFATD's ongoing health and safety policies.
- 2.6.19. plan, provide, monitor, measure, assess, follow-up and report on health and safety risks, hazards, nonconformities, accidents, activities, and processes in keeping all applicable legislated health and safety acts and regulations as well

as DFATD's ongoing health and safety policies.

2.7. Environmental Management

Context

DFATD is strongly committed to an industry-wide leadership role in upholding and promoting the Government of Canada's policy objectives of environmental protection and sustainable development. DFATD must ensure that it manages its buildings in such a manner as to demonstrate due diligence in its compliance with applicable legislation including Canadian Environmental Protection Act (CEPA), Canadian Federal Sustainable Development Strategy and associated regulations. Contractors are expected to reflect this leadership in their performance.

In accordance with Canada's Federal Sustainable Development Act (<https://laws-lois.justice.gc.ca/eng/acts/F-8.6/index.html>), once every three years, DFATD prepares a Sustainable Development Strategy (SDS) inclusive of goals, targets and associated implementation strategies as amended from time to time. <https://www.ec.gc.ca/dd-sd/default.asp?lang=En&n=F93CD795-1>.

To support its Sustainable Development Strategy targets, DFATD has an implementation plan in which it identifies specific activities and performance measures for each of the targets given in the three-year SDS. DFATD must also report twice annually on these requirements. SDS-specific building level services provided under this Contract must conform to these commitments and targets. These services are planned for as part of the Building Management Plan.

Through its Due Diligence Review (DDR) process, DFATD and its Contractors collaboratively manage regulatory compliance. Contractors conduct annual compliance self-assessments in the individual buildings to identify any nonconformities. DFATD then carries out two levels of audits for quality management purposes. Nonconformities are addressed through the quality management process. This can include resolving nonconformities immediately, or, where systemic issues are identified, environmental compliance related initiatives may be highlighted within the Building Management Plan (BMP) Call Letter and initiated through BMP implementation.

Scope of Services

The Contractor must:

- 2.7.1. develop and implement an Environmental Management System (EMS) for review and acceptance of the Technical Authority. The EMS must integrate environmental and sustainable development into the delivery of services, including:
 - energy and water conservation;
 - wastewater management and potable water quality management;
 - safe handling of ozone-depleting substances and hazardous materials;
 - environmental assessments of projects;

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- underground and above-ground storage tank management;
 - contaminated site remediation;
 - asbestos management;
 - Indoor Air Quality (IAQ) management;
 - integrated pest management;
 - non-hazardous and hazardous solid waste management and recycling;
 - environmental emergency management;
 - polychlorinated biphenyls management and disposal; and
 - perform the work to support Canada's Impact Assessment of projects, to the extent required by the Canadian Impact Assessment Act.
- 2.7.2. with respect to regulated systems, building equipment, components, and materiel:
- a) prepare and maintain a reliable inventory;
 - b) comply with regulatory requirements with respect to operation and maintenance, modifications, installations, removal from service, and disposal;
 - c) notify the Technical Authority in advance of any planned modifications, installations, removal from service, and disposals;
 - d) ensure regulatory compliance and mitigate risks of non-compliance;
 - e) develop and implement a compliance monitoring and management program aligned with DFATD's Due Diligence Review process to demonstrate regulatory compliance and due diligence and provide to the Technical Authority for review and acceptance;
 - f) complete regular compliance self-assessments;
 - g) collect, maintain, and make available annual environmental information and data as specified by the Technical Authority. This data and information must be provided in accordance with direction provided by the Technical Authority; and
 - h) cooperate and participate with DFATD during quality inspections and provide resources and information as requested by the Technical Authority.
- 2.7.3. identify and advise the Technical Authority of any hazardous materials on-site, ensure they are used and stored in conjunction with the manufacturer's compliance with Canadian Workplace Hazardous Materials Information System (WHMIS) and other relevant legislation and arrange to transfer these materials

- to DFATD registered storage facilities or to licensed destruction facilities when required in accordance with legislative requirements and DFATD best practices.
- 2.7.4. develop and execute SDS activities identified in the annual BMP Call Letter, monitor progress, and report to the Technical Authority on performance against these plans in the timeline and format described by the Technical Authority.
 - 2.7.5. determine whether proposed activities qualify as applicable projects as defined by the CEPA. If it is determined that an Environmental Assessment is required, the Contractor must:
 - a) advise the Technical Authority and conduct necessary studies and assessments; and
 - b) comply with mitigation measures and follow-up requirements consequent to environmental assessments of projects.
 - 2.7.6. prepare and provide building-specific Environmental Emergency Response Plans to the Technical Authority for acceptance. These plans must be integrated with Building Infrastructure Continuity Plans (refer to Section 3.9) and Building Emergency Plans (refer to Section 3.10). In the event of an environmental emergency, the contractor must and take immediate action to mitigate the impact of environmental incidents.
 - 2.7.7. through their Environmental Management Systems, account for the following project-specific considerations:
 - a) environmental assessments;
 - b) incorporation of sustainable design, environmentally responsible goods and services, and life cycle management practices; and
 - c) construction, renovation, demolition, and deconstruction waste management.

2.8. Stewardship of Heritage Character

Context

DFATD is committed to protecting the heritage and design quality of its buildings and adheres to both Canadian and International policies and conventions related to honouring and maintaining heritage character. The Canadian Federal Heritage Buildings Policy and the Treasury Board Policy on the Management of Real Property require that all federally owned buildings over 40 years old are considered for heritage assessment and are assigned a Heritage Character Statement providing details on the heritage character defining elements that must be protected. Collectively, this information guides decisions on how projects are undertaken.

As a party to the international *Convention Concerning the Protection of the World Cultural and Natural Heritage* (the World Heritage Convention), Canada adopts the cultural and natural heritage of the community where the buildings are situated and

takes measures necessary for the protection, conservation, and rehabilitation of their heritage designation. Heritage stewardship for buildings included in this Statement of Work is regulated under the United Kingdom's Planning (Listed Buildings and Conservation Areas) Act 1990.

Canada House was built between 1824 and 1827. It is listed as a Grade II* building under the United Kingdom's Planning (Listed Buildings and Conservation Areas) Act 1990 (*GV II* Institutional building 1824-1827*) and as such must be managed in accordance with the provisions of this legislation and associated regulations. Each designated property has an associated by-law to guide future alterations to the designated property by clearly identifying the heritage attributes of the property that should be protected and conserved <https://historicengland.org.uk/listing/the-list/list-entry/1217724>.

Canada House, 2-4 Cockspur Street was built between 1926 and 1929. Although it is not separately listed as a historical building, it also falls under the same heritage planning approval processes as Canada House if any fundamental interventions to the fabric of the building are being considered.

Scope of Services

2.8.1. The Contractor must:

- a) ensure that heritage and cultural buildings are maintained in accordance with applicable heritage conservation policies, plans and best practices;
- b) comply with the heritage and design guidelines and any subsequent heritage legislation which may be enacted when implementing all aspects of service delivery for property management, facility management, project delivery and optional services specified under this Contract;
- c) prior to any alternations to any building, provide supporting documentation and seek approval from the Technical Authority; and
- d) organize and participate in information sessions offered by DFATD and local authorities on managing heritage buildings, at the request of DFATD.

2.9. Incident Management

Context

There are two types of incidents that occur within the assets: non-critical and critical. They are described as follows:

- A *non-critical incident* is an occurrence outside of normal facility operations and maintenance routines which warrants the immediate intervention of the Contractor or other parties, and which falls outside the Critical Incident criteria.
- A *critical incident* is an unexpected event resulting in injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services where immediate action is required.

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An Incident Reporting Standard and Reporting Template are provided in Annex 6 – Incident Reporting Standard and Template. The purpose of the Reporting Standard is to ensure:

- timely notification of DFATD officials as identified in the Incident Reporting Standard and/or as identified by the Technical Authority;
- compliance with the investigation and reporting requirements of regulatory agencies and/or authorities having jurisdiction; and
- awareness of actions to be taken during the early stages of an incident.

Scope of Services

2.9.1. The Contractor must:

- a) respond to and manage incidents to minimize the impact and risk related to the safety of personnel, facilities, and equipment;
- b) comply with all legislative requirements, standards and guidelines for recording and reporting incidents and prepare all required documentation; and
- c) prepare Incident Reports using the Incident Report template and submit to the Technical Authority in compliance with established Incident Reporting Standard for critical and non-critical events.

2.10. Risk Management

Context

Risk management is a key element of sound stewardship and value for money in the management of real property. Risk Management within DFATD is guided by the Treasury Board Policy on Management of Real Property and the [Framework on the Management of Risk](#).

DFATD is committed to implementing a risk-smart culture where risk management informs business planning and decision-making and supports operations. DFATD expects the Contractor to demonstrate that risks are actively identified and mitigated.

Scope of Services

- 2.10.1. The Contractor must ensure that their Risk Management Program meets the needs of the services and requirements set out in this SOW, including risk management processes, roles and responsibilities, and information management system capabilities.
- 2.10.2. The Contractor's Risk Management Program and methodology must demonstrate that risks are actively identified and mitigated, align with the

Treasury Board Framework on the Management of Risk and support DFATD's strategic, operational, and project risk requirements.

2.10.3. The Contractor must provide strategic risk management services by:

- a) delivering risk information of strategic value with the goal of:
 - i. protecting DFATD against negative risk events that would hinder the achievement of program and organizational objectives, targeted outcomes, and the overall completion of the program; and
 - ii. identifying opportunities that support the achievement of objectives and outcomes;
- b) utilizing a Risk Management methodology that is aligned with the most recent version of an industry accepted risk management framework such as ISO 31000:2018 or COSO ERM, and that is also in alignment with DFATD's Enterprise Risk Management Strategy;
- c) identifying and managing potential risk events, risk factors, and types of risks associated with DFATD's Portfolio Management Strategy. At minimum this must consider risks associated with the delivery of consular services and programs, safety and security of people, and value of the assets;
- d) assessing all impacts and consequences of risks including immediate/operational, short-term strategic, and long-term strategic risks; and
- e) preparing an annual Risk Profile that summarizes the state of risks as they relate to the achievement of broader program and portfolio management objectives and submitting the Risk Profile to the Technical Authority for acceptance.

2.10.4. The Contractor must provide operational risk management services by:

- a) identifying and managing potential risks associated with asset operations and maintenance. At a minimum, this must include risk events related to people, processes, systems, external events, and legal and compliance risks;
- b) minimizing risks by ensuring subcontractors have adequate insurance, or alternatively, transfer the financial exposure to insurers and plan and budget appropriate measures for potential containment, compensation, restoration, and recovery; and
- c) documenting, reporting, and providing operational risk information to the Technical Authority upon request.

2.10.5. The Contractor must provide project risk management services by:

- a) identifying and managing project-specific risks consistent with the established project delivery methodology (e.g., PMBoK, Prince 2, etc.) employed by the Contractor, obtaining acceptance from the Technical Authority, and recording the information on the project file;

- b) developing a project risk classification relevant to the Contractor's service delivery environment, and enabling processes and reporting specific risk events using this classification;
- c) utilizing similar criteria for assessing risk exposure on all projects to ensure comparability;
- d) assessing all risk impacts and consequences including immediate/operational, short-term strategic, and long-term strategic risks; and
- e) updating project risk information whenever there is a change in the risk profile and providing project risk updates to the Technical Authority upon request.

2.11. Security Coordination

Context

In its operations abroad, DFATD is responsible for the safety and security of its Canadian employees, their dependents, locally engaged staff members (while they are on duty), and visitors to Canadian missions. Due to the highly secure nature of the programs carried out in Missions, DFATD internally manages physical security services, delivers specialized physical security enhancements, and assumes the responsibility for and ensures the safety of those living in, working at, or visiting the mission. Notwithstanding this, the Contractor is responsible for reporting and/or supporting DFATD in their response to security issues, as well as coordinating building services with DFATD.

Scope of Services

2.11.1. With respect to security matters, the Contractor must:

- a) immediately report security incidents and losses to DFATD and other tenant security officials, as required;
- b) immediately report deficiencies that could affect the security of a building to DFATD; and
- c) support the investigation of incidents or suspected breaches and violations of security, and any incidents such as assault, theft, vandalism, as well as any other losses to DFATD, as they relate to the base building and grounds.

3. PROPERTY MANAGEMENT SERVICES

3.1. Building Operations

Context

The Contractor does not carry out work in spaces classified as *High Secure Zones*. The Technical Authority will provide direction to the Contractor with respect to the services

STATEMENT OF WORK

included in the Statement of Work that will be carried out in *High Secure Zones* to ensure Occupational Health and Safety requirements are met.

Normal working hours at Canada House are between 7:00 am and 7:00 pm (0700 – 1900 hours) Monday through Friday but could include additional hours and/or days up to and including 24/7 operations. There are no regularly scheduled services on Saturdays and Sundays, nor on identified statutory holidays. A list of statutory holidays for the fiscal year will be identified annually by the Technical Authority in the BMP Call Letter.

Scope of Services

The Contractor must:

- 3.1.1. operate building systems, software, and equipment during the hours the building is available to tenants in accordance with the most stringent guidelines as identified in Annex 8 – List of Legislation, Regulations, Codes, Standards, Policies and Directives. Where there are concurrent requirements of Canada and the United Kingdom, the Contractor must identify and quantify the impact of the most stringent requirements in the annual Building Management Plan.
- 3.1.2. operate the buildings 24 hours per day, 365 days per year.
- 3.1.3. provide a team of uniformed building technicians and cleaners to perform services daily.
- 3.1.4. coordinate day-to-day operational activities with tenants as required, including those carried out during extended hours of building use as required.
- 3.1.5. develop and maintain Standard Operating Procedures (SOPs) in a format prescribed by the Technical Authority. The list of required SOPs is identified in Annex 4 – Standard Operating Procedures. The Contractor must make SOPs available to Contractor staff and subcontractors and submit any changes that are made from time to time to the Technical Authority for information and/or as otherwise requested by the Technical Authority.
- 3.1.6. identify and schedule operation and maintenance activities for High Secure Zones in accordance with requirements of Section 2.6 through 2.9 and Section 3.3 to ensure that base building systems are appropriately maintained. DFATD will provide the Contractor with documentation regarding Work completion so that the Contractor can update the CMMS system with the related information.

3.2. Building Performance Report

Context

Regular evaluation of building performance is essential for directing day-to-day property management operations, ensuring tenant satisfaction, and providing input to the annual Building Management Plans.

DFATD issues an annual Call Letter with instructions on how to complete the Building Performance Report.

Scope of Services

The Contractor must:

- 3.2.1. undertake visual inspections of building components at regular intervals based on operational requirements and industry best practices and as set out in Section 3.4 Maintenance Management.
- 3.2.2. prepare formal Building Performance Reports for each asset annually and submit reports in the prescribed format to the Technical Authority for review and acceptance by June 30 of each year, including:
 - building background information;
 - tenant interview information;
 - service calls analysis;
 - life safety systems evaluation;
 - preventive maintenance;
 - utility management assessment;
 - environmental management assessment;
 - assessment of compliance with government programs on accessibility and signage;
 - assessment of compliance with heritage policies and legislation;
 - building physical condition assessment;
 - list of quality non-conformances, deficiencies and corrective actions required; and
 - conclusions, including an overall assessment of the building and recommendations of the Contractor's property manager.
- 3.2.3. assist DFATD in the preparation of Building Condition Reports carried out by third parties by providing information on building performance, including advice and recommendations on building management strategies.
- 3.2.4. To supplement the Building Performance Reports, the Contractor may be requested to conduct a more detailed assessment of the condition of building

components. These assessments may be used to inform the preparation of reports such as the Building Condition Report and assist in decision-making with respect to pursuing repair and/or capital projects. These reports may inform the preparation of a Statement of Requirement, which defines the project requirements. Such reports could include Studies, Accessibility Audits, Seismic Studies/Assessments, and Functionality Assessments.

3.3. Service Calls

Context

Service calls provide an important opportunity for personal interaction with building tenants. Each service request results in a Work Order in Mission Request Online (MRO) which is DFATD's electronic service request system. Service requests, specifically those included in the Statement of Work, DFATD notifies the Contractor. The data captured from these requests is used to monitor services delivered by the Contractor and identify performance trends. Service requests fall into one of three categories:

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

Response times to have a technician or appropriate resource respond to or be present on-site are linked to respective service request categories as indicated in the table in Scope of Services below. An Incident Report may be required for service calls of an emergency or urgent manner. The requirements and format for Incident Reports are identified in Annex 6 – Incident Reporting Standard and Reporting Template.

Scope of Services

The Contractor must:

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- 3.3.1. provide a service call function and information repository that operates as both a strategic management and quality monitoring tool.
- 3.3.2. respond to service requests and enquiries and report on service calls 24 hours per day, 365 days per year in accordance with the response times indicated in the table below.

Response Time Standard for Service Requests	
Priority	Maximum Response Time (on-site)
Emergency	Acknowledge request within 10 minutes by live voice contact to the end-user and report physically to location within 30 minutes.
Urgent	Acknowledge request within 10 minutes by live voice contact to the end-user and report physically to location within 60 minutes.
Routine – during core business hours	Acknowledge request within 4 hours of request.
Routine – outside core business hours	Acknowledge request within 4 hours after the start time of the next regular operating period for the building.

3.3.3 in response to service requests:

- a) acknowledge request and report to the location identified in the service call and begin an investigation within the maximum response time standards for emergency and urgent requests, as stipulated in the table above;
- b) acknowledge request within the response time standards for routine requests and follow up with resolution;
- c) follow-up with DFATD on successful resolution of service requests;
- d) maintain up-to-date status of all service calls and requests including action taken to complete the service request; and
- e) provide a monthly Service Call report to the Technical Authority in a prescribed format.

- 3.3.3. obtain approval from the Technical Authority through a Work Authorization in accordance with the Contract to proceed with any reactive repairs and maintenance Minor Works valued over \$25,000.
- 3.3.4. analyze service requests, identify trends and variances from the norm, prepare action plans and undertake any subsequently required corrective action.

3.4. Maintenance Management

Context

DFATD views maintenance management as a cornerstone of its operational philosophy. A comprehensive maintenance management program has many benefits, including:

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

This life cycle program consists of all maintenance and/or service activities that are implemented throughout the life cycle of a structure, system, or piece of equipment. For DFATD facilities, Level 2 life cycle maintenance is the standard level of maintenance. Level 2 maintenance includes all the mandated requirements plus a comprehensive preventative maintenance program that involves scheduled servicing, inspections, adjustments, filter changes, lubrication, consumables, and other relevant activities that are intended to extend the useful service life of the building's structure, systems, and equipment.

Level 2 maintenance also meets the maintenance requirements specified by manufacturers, Chartered Institute of Building Services Engineers (CIBSE) / Heating, Ventilation and Air Conditioning (HVAC) and other professional bodies.

Scope of Services

The Contractor must:

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- 3.4.1. ensure the operational capability of the building at all times. In managing the maintenance of buildings, the Contractor must:
- a) adhere to DFATD's maintenance management policies and/or guidelines which may be amended from time to time;
 - b) optimize the useful life and operational performance of building, plant, systems, and equipment at optimum lifecycle cost; and
 - c) make effective decisions on maintenance activities, repairs, and replacements, and comply with warranty requirements.
- 3.4.2. utilize a computerized maintenance management system (CMMS) to facilitate the delivery of maintenance management services and maintain and update maintenance data in the system to ensure it is current and complete.
- 3.4.3. implement a comprehensive preventive maintenance program that incorporates industry best practices and must:
- a) assemble and maintain an inventory of equipment and systems (including water treatment) that require inspection, testing, and servicing;
 - b) use DFATD's system and equipment coding structure which includes buildings being individually numbered with the capability of being identified in two hierarchical structures, one system based, the other geographically based. See example in table below.

Table: Example of Hierarchical Structures	
SYSTEM BASED HIERARCHY	GEOGRAPHY BASED HIERARCHY
System: Heating System	Site: High Street
System: Boiler Plant	Building: South Wing
System: Sump Pump	Floor: Ground
System: Motor	Room/Area: Boiler Room

- c) establish and maintain preventive maintenance checklists that detail various inspection tasks, maintenance routines and frequencies based on legislated requirements, tenant operational requirements, manufacturers' recommendations, age, condition and history of equipment and other relevant factors;
- d) plan and schedule inspections, testing, and related maintenance activities;
- e) inspect and maintain equipment and systems, repair and/or resolve minor deficiencies, schedule, and implement maintenance and repairs (less than \$25,000) identified during inspections, and record and retain associated maintenance and repair records;

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- f) obtain approval from the Technical Authority through a Work Authorization in accordance with the Contract to proceed with any reactive repairs and maintenance Minor Works valued over \$25,000, and identify, report, and resolve quality issues;
- g) provide associated performance data based on planned activities not completed on schedule;
- h) prepare and analyze preventive maintenance logs and reports;
- i) utilize an automated building monitoring system to manage the buildings' electrical and mechanical equipment;
- j) provide DFATD property staff access to monitor the building monitoring system(s);
- k) analyze building systems and equipment failures;
- l) identify equipment and systems approaching the end of their useful lives;
- m) identify performance of different types and makes of equipment, and make comparisons and recommendations on which equipment provides best overall life cycle value;
- n) evaluate the preventive maintenance program annually, and update and adjust as required; and
- o) evaluate the preventive maintenance program annually, and update and adjust as required. Adjustments and/or updates should be submitted to the Technical Authority for acceptance in conjunction with the annual scheduling calendar identified in 3.4.4 b).

3.4.4. with regards to scheduling maintenance activities:

- a) schedule and coordinate maintenance activities with the least disruption to tenant operations;
- b) provide an annual scheduling calendar to the Technical Authority by November 30th for the upcoming calendar year;
- c) provide a minimum of two weeks' advance notice to the Technical Authority and tenants of any proposed shutdowns and other Work that may disrupt operations, to allow time for contingency planning; and
- d) plan and coordinate Work to minimize the number of shutdowns and disruptions.

3.4.5. with respect to maintenance mandated by legislation:

- a) review DFATD's mandated preventive maintenance checklists;
- b) ensure legislated maintenance tasks/logbooks are up to date;
- c) make checklist modifications to meet health, safety, and environmental legislation and submit to the Technical Authority for review and acceptance; and
- d) provide associated performance data to the Technical Authority based on planned maintenance activities not completed on schedule, together with justification.

3.5. Building Cleaning

Context

An effective building cleaning program is central to DFATD's commitment to provide tenants with a safe, healthy, and productive work environment. Cleaning services are aligned with the specific needs of DFATD, and the tenant organizations intended use of the buildings. They are carried out in accordance with applicable policy and regulatory requirements, and as detailed in Annex 10 – Interior Building Cleaning Standard.

Scope of Services

The Contractor must:

- 3.5.1. provide patrol cleaning, routine cleaning, scheduled cleaning, project cleaning, tenant, and emergency cleaning in accordance with the requirements outlined in Annex 10 - Interior Building Cleaning Standard to the satisfaction of DFATD and building tenant organizations.
- 3.5.2. seek Technical Authority approval in advance for any additional cleaning request valued over \$2,000.
- 3.5.3. provide inspection and other reporting in accordance with requirements detailed in Annex 10 – Interior Building Cleaning Standard.
- 3.5.4. make necessary adjustments to the level of service to reflect changes to requirements.

3.6. Energy and Utility Management

Context

DFATD is committed to reducing greenhouse gas emissions with a particular focus on reducing energy consumption. The application of energy and utility conservation principles is a fundamental requirement of energy management.

Scope of Services

The Contractor must:

- 3.6.1. act as DFATD's agent and provide the following:
 - a) explore opportunities to reduce the cost of the commodities through economies of scale or other means, and present proposals to Technical Authority;

STATEMENT OF WORK

- b) arrange for contracts by tender or negotiation for provision of diesel, fuel oil, natural gas, electricity, water, and sewage at the lowest possible rates, except where bulk purchase has been arranged by DFATD;
- c) present utility contracts for execution when requested by the Technical Authority;
- d) investigate and capture incentive and subsidy programs offered by utility companies and local governments;
- e) certify utility invoices for payment and pay promptly to avoid late payment penalties; and
- f) pay, at their own expense, any late payment penalties.

3.6.2. with respect to budgeting for building energy and utilities:

- a) review multi-year records of actual energy consumption, establish monthly and annual averages and trends, and provide reports to the Technical Authority as requested;
- b) review, identify and maintain information on projected changes that affect energy consumption, such as occupancy levels and operations, levels of service, building upgrades, operating procedures, and schedules; and
- c) prepare a detailed time-phased utilities budget, as part of the BMP, indicating estimated consumption and costs for each utility component, such as, electricity, fuel oil, natural gas, water, and sewage.

3.6.3. with respect to administering and analyzing energy and utility use:

- a) track energy quantity and cost data from invoices;
- b) read meters and dip fuel tanks regularly, and compare to the readouts to billing data and record building consumption data;
- c) analyze energy use and indicate deviations from planned consumption; and
- d) provide reasons for variances and recommend corrective action(s) to the Technical Authority for acceptance.

3.6.4. with respect to managing energy and utility use:

- a) identify and implement ongoing adjustments to building operations to ensure efficient building energy performance, including rescheduling operations to reduce demand during peak loads and implementing a load-shedding strategy wherever possible, tuning up equipment, monitoring Heating Ventilation and Air Conditioning (HVAC) and lighting systems efficiency, instituting optimum equipment servicing, and carrying out minor repairs;
- b) establish a program to reduce energy utilization outside of hours of operation through actions such as temperature set back and equipment shutdown; and
- c) ensure meters are inspected and calibrated regularly.

3.7. Materiel Management (Equipment, Materials and Supplies)

Context

DFATD is required to record and track capital assets. In accordance with Treasury Board and DFATD Directives, capital must be recorded and tracked by DFATD in its Automated Materiel Management Information System.

DFATD must capitalize the cost of a capital asset at the time of acquisition and amortize the cost over its useful economic life. Any expenditure that involves a betterment, alteration, or modernization of a capital asset which appreciably prolongs the asset's period of usefulness, increases its value, or improves its utility, must be capitalized.

The existing inventory of maintenance and other equipment and supplies, identified as Government Furnished Equipment, will be made available to the Contractor by the Technical Authority.

Scope of Services

The Contractor must:

3.7.1. with respect to capital assets:

- a) report any newly acquired capital asset purchased as a pass-through item by the fifth business day of the month following the acquisition date in a manner directed by Technical Authority; and
- b) provide detail required for an Asset Management Record (AMR) for each asset as directed by the Technical Authority.

3.7.2. with respect to material inventory:

- a) ensure that all materiel inventories including maintenance and operational consumables, supplies and spare parts, and controllable assets are maintained at appropriate levels for the proper operation of each building; and
- provide the equipment and consumables necessary to perform the work.

3.7.3. with respect to material quality and MSDS:

- a) provide operational and janitorial consumables of quality appropriate to meet the requirements of Annex 10 – Interior Building Cleaning Standard;
- b) propose the use of environmentally friendly and sustainable products to the Technical Authority whenever possible; and
- c) provide Material Safety Data Sheets (MSDS) as required.

3.8. Grounds Upkeep and Landscaping

Context

Chanceries are focal points of Canada's representation abroad and the grounds should reflect Canada's respect for nature and the environment.

DFATD ensures that grounds and landscaping surrounding the buildings are maintained to preserve their aesthetic appeal, cleanliness, functionality, safety, and investment value. Grounds upkeep and landscaping includes courtyard and terrace paving, steps to entrances, curbs, edgings and pre-formed channels, fencing/gates, and boundaries; lighting columns and lit bollards, external furniture including but not limited to wooden furniture, bicycle shelters, and sculptures.

Scope of Services

3.8.1. The Contractor must:

- a) perform Work in compliance with environmental standards;
- b) inspect and repair pavement including parking areas, roads, and walkways (including road drainage);
- c) inspect and repair exterior signage;
- d) inspect and repair fences and walls;
- e) inspect and maintain courtyards and terraces including exterior furnishings;
- f) inspect, maintain and repair exterior mechanical and electrical systems, such as fountains, pools, ponds, irrigation, lighting, and emergency phones;
- g) prepare building grounds for winter conditions by removing snow and ice from building entrances and exits, steps, ramps, sidewalks, driveways, and parking areas, to ensure public safety and support tenant operations, and ensure monuments, trees, shrubs, fences, and walls of buildings are free of blown, plowed or piled snow;
- h) carry out spring cleanup and prepare grounds and landscaping for spring and summer conditions by inspecting and maintaining flowerbeds, trees, shrubs, and vines, providing bulbs and annuals as required and replacing dead or missing perennials, shrubs, turf, and trees;
- i) if registered control products are deemed necessary to combat plant disease and pest infestation, ensure that services and products are provided in accordance with requirements outlined in Section 3.7.3.;
- j) collect litter and empty garbage from waste receptacles; and
- k) keep all exterior areas free and clear of debris including external fire escapes; and
- l) sweep hard surfaces.

- 3.8.2. The Contractor must obtain Technical Authority approval prior to initiating alterations or changes that significantly change the appearance of the grounds, including the planting and removal of trees.

3.9. Other Building Services

Context

Several other building services are critical to DFATD's objective of providing a safe, healthy, and user-friendly working environment for building tenants and visitors. These other services also contribute to the identity and public image of the Canadian federal government abroad, and its presence, operations, and facilities around the world.

Scope of Services

The Contractor must:

3.9.1. with respect to building signage:

- a) ensure that implementation of tenant signage is in accordance with the Federal Identify Program (FIP) and/or the DFATD Signage Standard;
- b) provide and install all operational and project signage on the premises, including notification of dangerous areas, and directional signage as required;
- c) report quarterly to the Technical Authority on DFATD signage requirements.

3.9.2. with respect to flags:

- a) maintain flags, poles, ropes, and any other required flag component;
- b) raise, lower or place flags at half-mast when required;
- c) arrange for worn flags to be replaced and appropriately disposed of.

3.9.3. with respect to pest control operations:

- a) ensure that pest control services are provided, used, and stored in accordance with Canadian Pest Control Products Regulations, Canadian Workplace Hazardous Materials Information System, and any other relevant regulations or legislation;
- b) ensure that the authorities having jurisdiction have approved insecticides or pesticides proposed for use in pest control operations;
- c) ensure the treatment area is safeguarded during application of insecticides and pesticides; and
- d) report quarterly to the Technical Authority on pest control management.

3.10. Building Infrastructure Continuity Plans

Context

Under Canada's Emergency Preparedness Act, DFATD is required to have plans to deal with emergencies to ensure uninterrupted service to building tenants in the event of an emergency or disruption and for implementing these plans when an emergency occurs. This includes environmental emergencies. An important component of emergency planning is a Building Infrastructure Continuity Plan.

The Building Infrastructure Continuity Plan aims at maintaining or restoring building operations in the event of an emergency or a system failure and mitigating any impact on the tenants' operations. Building Infrastructure Continuity Plans must be prepared in consultation with building tenants to ensure they reflect critical tenant operational priorities and are integrated with the tenants' own Business Continuity Plans. Key elements of a Building Infrastructure Continuity Plan include:

- an emergency response flow chart;
- a communication strategy;
- a critical contacts list;
- information on critical tenant-operations;
- information on major building systems;
- impact of a malfunction on building operations; and
- back-up and recovery procedures.

Scope of Services

The Contractor must:

- 3.10.1. provide complete information to the Technical Authority when requested on building systems, including tombstone data such as manufacturer, model, and serial numbers, Operation and Maintenance manuals, Standing Operating Procedures, supplier contacts, equipment use, system redundancies, impact of system failure on building operations, system recovery and impact mitigation plan, and resource requirements;
- 3.10.2. prepare the Building Infrastructure Continuity Plan and provide it to the Technical Authority for acceptance;
- 3.10.3. train building personnel to ensure they are prepared to manage emergency events in accordance with the Building Infrastructure Continuity Plan;
- 3.10.4. test the Building Infrastructure Continuity Plan annually in conjunction with DFATD personnel identified by the Technical Authority in order to validate and determine the level of preparedness of the building. If deficiencies are identified

during testing or otherwise, the Contractor must update the Plan as necessary and provide the update to the Technical Authority for acceptance;

- 3.10.5. activate the Building Infrastructure Continuity Plan in the event of an emergency or system failure.

3.11. Building Emergency Plans

Context

Canadian federal government responsibilities for life safety of federal employees are set out in various codes, regulations, and directives including, but not limited to, the Canada Occupational Safety and Health Regulations under the Canada Labour Code, the Canada Occupational Safety and Health Regulations Part XVII, “Safe Occupancy of the Workplace”, and Treasury Board Fire Protection Standard. (Refer to Annex 8 – List of Acts, Codes, Regulations, Legislation, Policies and Directives) Responsibilities under the referenced codes, regulations and directives include, but are not limited to, activating emergency organizations, systems and contingency plans including environmental emergencies (as stipulated in Section 2.7.6) initiating recovery measures; and providing for restoration and recovery.

With respect to buildings, DFATD and tenants must work together to fulfill their respective responsibilities for life safety, including preventing incidents and planning for emergency situations such as fires, environmental emergencies, bomb threats, demonstrations, civil unrest, power outages, disruption in water supply, spillage of hazardous materials, passengers trapped in elevator cars, earthquakes, tornadoes, floods, and violence against employees.

Scope of Services

The Contractor must:

- 3.11.1. assist DFATD to fulfill its responsibilities as set out in relevant Canadian legislation;
- 3.11.2. support DFATD to regularly update and implement a Fire Safety Plan for each building in cooperation with the local fire department, other regulatory

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- authorities if any, and the tenants' Occupational Health and Safety Committees and representatives;
- 3.11.3. support the preparation of emergency procedures;
- 3.11.4. adhere to requirements for conducting fire drills, including fire drills for the Contractor's supervisory staff, as required in accordance with applicable legislation;
- 3.11.5. support building tenants in meeting their responsibilities including ensuring coordination of all life safety planning activities;
- 3.11.6. participate in and assist with the coordination of emergency evacuation drills conducted by the building tenants at their request;
- 3.11.7. appoint and organize the Contractor's supervisory staff to carry out fire safety duties;
- 3.11.8. ensure that the Contractor's supervisory staff are trained on their responsibilities for fire safety in accordance with the Fire Safety Plan;
- 3.11.9. manage control of fire hazards;
- 3.11.10. inspect and maintain building facilities provided for tenant safety;
- 3.11.11. provide a copy of the Fire Safety and Emergency Evacuation Plan to the Contractor's supervisory staff;
- 3.11.12. provide building DFATD-identified resources with the required information concerning the location, operation and use of portable fire protection equipment and emergency equipment installed in the workplace;
- 3.11.13. inspect, test, and maintain life safety and fire protection and control equipment, including portable extinguishers, fire alarm and voice communications systems, standpipe and hose systems, automatic sprinkler systems, water supply systems, emergency power systems, emergency lighting, smoke control measures, special fire suppression systems, elevators, fire escapes, exits and stairways, in accordance with the National Fire Code;
- 3.11.14. maintain records on site pertaining to inspection, testing, and maintenance in accordance with the National Fire Code and other local codes; and
- 3.11.15. provide support to Technical Authority upon request, to develop emergency procedures related to emergencies, such as bomb threats, explosions, earthquakes, tornadoes, floods, power failure, disruption in water supply, environmental and chemical accident or spills, emergency or medical

response, demonstrations, persons trapped in elevator cars and violence against employees.

3.12. Business Continuity Plan

Context

Under the Emergency Preparedness Act, DFATD is required to have plans to deal with emergencies, and to implement these plans when an emergency occurs. Internal DFATD directives require an emergency management system to ensure continuity of operations and uninterrupted service in the event of an emergency or disruption.

DFATD requires the Contractors to have an Emergency Management Plan and system, an important component of which is the Contractor's own Business Continuity Plan. The Contractor's comprehensive Business Continuity Plan describes how the Contractor will maintain its business operations and provide ongoing services to DFATD in the event of an emergency.

Scope of Services

The Contractor must:

- 3.12.1. prepare a Business Continuity Plan for each building in consultation with DFATD and tenants to ensure their plan reflects critical operational priorities.
- 3.12.2.
 - a) develop, maintain, and annually update their Business Continuity Plan and provide a copy to the Technical Authority upon request;
 - b) provide training to ensure staff is prepared to continue and/or restore operations in the event of an emergency in accordance with its Business Continuity Plan;
- 3.12.3 test the Business Continuity Plan annually in conjunction with DFATD personnel identified by the Technical Authority to validate and determine the level of preparedness. If deficiencies are identified during testing or otherwise, the Contractor must:
 - a) update the Plan as necessary and provide the update to the Technical Authority for acceptance; and
 - b) activate the Business Continuity Plan in the event of an emergency.

4. PROJECT DELIVERY SERVICES

4.1. Project Delivery Methodology

Context

Canada undertakes a wide array of real property projects including:

- new construction;
- repairs;
- improvements intended to extend the life and/or enhance the performance of the asset;
- enhancement of existing assets to prevent or delay functional obsolescence;
- base building and fit up alterations to meet tenants' operational requirements; and
- fit ups and refits including space optimization.

DFATD's project identification and associated planning is integrated with the portfolio management process, which includes the Mission Portfolio Plan (MPP), Building Performance Report (BPR), Building Assessment Report (BAR), Building Condition Report (BCR), Building Management Plan (BMP), Mission Maintenance Workplan (MMW) and the related funding approval processes.

The management of projects is key to providing value for money and demonstrating sound stewardship in program delivery. A comprehensive approach to managing projects, which is integrated across the department and is appropriate for the level of project risk and complexity, contributes to the realization of project outcomes.

The Treasury Board [Directive on the Management of Projects and Programmes](#) requires that federal departments have appropriate internal capacity for managing projects. The objective of this directive is to ensure that the appropriate systems, processes, and controls for managing projects and programs of work are in place at a departmental and/or government-wide level and support the realization of project and program outcomes while limiting the risk to stakeholders and taxpayers.

DFATD's Project Management System (PMSys), the departmental methodology for project management, describes the basic minimum requirements that must be met throughout the project lifecycle. DFATD's PMSys is based upon the [Project Management Institute's](#) (PMI) nine core knowledge areas from the Project Management Body of Knowledge (PMBok), and adapts and aligns these with the Treasury Board Directive on the Management of Projects and Programmes while also considering the associated legal and regulatory context. The following PMSys principles are applicable to DFATD projects to enable the department to demonstrate best value and achieve targeted business objectives and/or outcomes:

- Projects are prioritized in a manner that considers departmental strategic objectives and aligns with the Integrated Investment Plan (IIP).
- Project requirements are documented, validated, and vetted to ensure consistency with relevant portfolio strategies before work is initiated.

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- The solution developed and recommended has been fully assessed, including the identification and categorization of risks, to ensure that the best investment decision is made.
- Projects are planned such that required approvals are obtained at all relevant stages during the project life cycle.
- Project resources necessary to develop and deliver the project are planned and secured throughout the project life cycle.
- Projects are monitored and controlled, including the management of changes in project parameters.
- Projects achieve their business objectives and/or outcomes.
- Impact of organizational change resulting from project implementation is evaluated and managed.
- Projects are delivered respecting scope, time, and cost objectives.
- Projects are closed out in accordance with the Project Plan, ensuring relevant stakeholder engagement, participation and sign-off.
- Lessons learned are developed and shared.
- Project documentation is maintained.

DFATD is required to capitalize costs related to new construction, alterations, betterments and/or improvements that form part of a capital project once substantial completion has been achieved and the associated built works are in service. These costs will be amortized over the remaining useful life of the systems, equipment or built works acquired, installed and/or constructed, rather than expensed in the year of acquisition.

Scope of Services

The Contractor must:

- 4.1.1. deliver a program of projects (PoP) with individual total project values between \$25,000 and \$499,999.99, inclusive of all costs and applicable fees and taxes. Hereunder, total project values identified are inclusive of all costs, and applicable fees and taxes.
- 4.1.2. manage each project through the stages of project delivery – definition, initiation, feasibility/analysis, planning, design, subcontracting, construction, commissioning, close-out, and evaluation.
- 4.1.3 ensure that its approach to project delivery is consistent with:
 - a) The Project Management Institute's Project Management Body of Knowledge, or another industry-recognized project delivery system / methodology that includes a suite of procedures and enabling processes. The project management system utilized by the Contractor must be submitted to and accepted by the Technical Authority prior to its implementation;
 - b) Life cycle management principles, by:

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- i. maintaining and maximizing the value of DFATD's real property assets over their entire life cycle,
 - ii. ensuring the structural, architectural, mechanical, and functional integrity of the assets, considering objectives set out in MPP's, individual asset strategies and plans, BCR's, annual BMP's, BAR's and BPR's,
 - iii. recommending solutions consistent with the standard of architectural and engineering components of assets, and
 - iv. ensuring that the heritage character of heritage buildings is maintained in accordance with Section 2.8.
- c) cost effectiveness by:
 - i. ensuring best value for Canada, its tenants and occupants as defined in this Statement of Work, and
 - ii. ensuring that all viable options are considered.
- d) environmental protection by:
 - i. integrating environmentally sound and sustainable solutions into the development and delivery of projects to meet prevailing environmental legislation, regulations, codes, standards, and objectives, and
 - ii. providing energy-efficient solutions.
- e) functionality by:
 - i. providing safe and productive work environments and personal accommodations,
 - ii. ensuring a high level of ongoing tenant and occupant satisfaction,
 - iii. respecting relevant government policies
 - iv. minimizing disruptions to tenants and occupants, and
 - v. ensuring projects are delivered in accordance with approved timelines, budgets, and scope.
- 4.1.4 consider, consult, and make use of BPR's, BAR's, BMP's, MPP's, MMW's, BCR's, and any other reports, studies, asset-based strategies and plans as required in the identification and associated planning of projects.
- 4.1.5 design and implement projects to include materials of a quality consistent with the architectural characteristics, design, and functional use of and strategic direction for the asset.
- 4.1.6 ensure that project cost estimates are accurate, complete, and consistently monitored and updated throughout the project delivery life cycle, and must provide project-specific data (including performance data) to the Technical Authority by:
 - a) developing reliable estimates for all projects, including project cost estimates in the BMP and, where one is required, the project Business Case (BC);
 - b) comparing the estimated project cost at project approval to the actual project cost at project completion; and

- c) indicating variances and the reasons for them.
- 4.1.7 prepare project cost estimates consistent with the requirements identified in DFATD's PMSys and/or in accordance with the following cost estimate definitions and associated classifications:
- a) Class A (pre-tender) estimate, based on complete construction drawings and specifications, prepared prior to calling competitive tenders, and sufficient to enable detailed evaluation of tenders; the accuracy of Class A estimates is generally expected to be within five percent (5%) to ten percent (10%) of the actual contract award price for new construction;
 - b) Class B (substantive) estimate, based on design development drawings and outline specifications for the project, including the design of major systems and subsystems, and the results of site investigations;
 - c) Class C estimate, based on a comprehensive list of requirements and assumptions, including a full description of the preferred option's concept design, construction / design experience and market conditions; and
 - d) Class D estimate, based on a comprehensive list of project requirements and assumptions.
- 4.1.8 ensure that project scheduling is accurate, complete, and consistently monitored, updated, and provided to the Technical Authority throughout the project delivery life cycle by:
- a) developing a program of project work (Program of Projects, or PoP) based on the project list included in the accepted and approved BMP, with funding confirmed and assigned by the Technical Authority by March 31 of each fiscal year;
 - b) negotiating project completion milestones based on the available funding;
 - c) comparing the actual level of completion to the negotiated milestones; and
 - d) identifying variances to the Technical Authority, along with the reasons for the variances.
- 4.1.9 manage project-specific risk, consistent with the requirements included in Section 2.10, Risk Management, by assessing, documenting, and managing internal and external risk and developing and implementing contingency and mitigation plans. Risk assessments, risk management / mitigation plans, and risk contingency strategies must be maintained on the applicable project file and must be provided to the Technical Authority as and when requested.
- 4.1.10 ensure that both individual project forecasts and PoP forecasts are accurate, complete, monitored, regularly updated, and reported to the Technical Authority on a monthly basis. The information reported to the Technical Authority must identify cash flow variances, provide the reason(s) that the variances have occurred and propose revised cash flow projections at the individual project and PoP levels. The information reported at the end of Period 6 (September 30) of

each fiscal year will be one of the inputs used to assess Contractor performance.

- 4.1.11 provide the Technical Authority with information and data specific to new construction, alterations, betterments and/or improvements that form part of a capital project once substantial completion of the project has been achieved. The information and data requirement will be confirmed by the Technical Authority and will be used to facilitate and support DFATD's accrual accounting and/or asset capitalization processes. The information and data must be provided with the monthly project invoicing detail report submitted to the Technical Authority.
- 4.1.12 ensure that project-specific documentation is prepared, managed, maintained, and updated by completing and placing individual project deliverables on the project file. This includes, but is not limited to:
 - a) preparing and maintaining a project file in a format and containing the project documentation identified by the Technical Authority and providing a copy of the project file to the Technical Authority as and when requested;
 - b) preparing a generic project file checklist to identify the type, nature, and scope of project-related documentation to be included on the project file. The generic checklist is to be provided to the Technical Authority for review and acceptance prior to being used. Once accepted, the checklist will be used to measure the completeness and accuracy of documentation placed in the project file;
 - c) tailoring the generic project file checklist to suit the needs of each project prior to project commencement;
 - d) conducting a project file audit by completing the checklist at project completion and tabulating and providing the results to the Technical Authority. The project file audit should identify the total number of checklists assessed, together with an analysis of the results and an action plan to respond to and successfully address identified deficiencies within a specified timeframe. Completed checklists must be maintained on the applicable project files and be provided to the Technical Authority as and when requested as an input to DFATD quality monitoring activities; and
 - e) cooperate with, contribute to, and participate in DFATD quality monitoring activities; and,
 - f) provide resources and information as requested by the Technical Authority.
- 4.1.13 ensure project completion by:
 - a) developing a generic project completion survey for the review and acceptance of the Technical Authority. The survey will be used to measure DFATD's satisfaction with respect to the Contractor's project delivery services;
 - b) tailoring the generic project completion survey to suit the needs of each project to be surveyed prior to project commencement;

- c) conducting a project completion survey by performing interviews with DFATD representatives, project stakeholders and/or tenant representatives as identified and/or directed by the Technical Authority
 - d) tabulating and providing the results of the project completion surveys conducted to the Technical Authority, together with an analysis of the results and an action plan to respond to and successfully address any deficiencies identified within a specified timeframe. Completed project completion surveys must be maintained on the applicable project files and provided to the Technical Authority as and when requested as an input to DFATD Quality Monitoring activities; and
 - e) cooperate with, contribute to, and participate in DFATD quality monitoring activities; and,
 - f) provide resources and information as requested by the Technical Authority.
- 4.1.14 manage project warranties until project close-out and revise Standard Operating Procedures when there is any substantive change in implementation procedure(s).
- 4.1.15 ensure overall project quality including design, workmanship and materials, licenses and permits, coordination and commissioning and cost estimating and scheduling by:
- a) developing a generic project quality checklist and project assessment procedure to measure project quality for the review and acceptance of the Technical Authority;
 - b) tailoring the generic project quality checklist and assessment procedure to suit the needs of each project to be reviewed prior to the commencement of the project;
 - c) completing the project quality checklist at project completion;
 - d) tabulating and providing the results of the project quality checklist and assessment to the Technical Authority, together with an analysis of results and an action plan to respond to and successfully address any deficiencies identified within a specified timeframe. Completed quality checklists must be maintained on the applicable project files and be provided to the Technical Authority as and when requested as an input to DFATD quality monitoring activities;
 - e) cooperate with, contribute to, and participate in DFATD quality monitoring activities and provide resources and information as requested by the Technical Authority
 - f) provide total project costs and construction costs to the Technical Authority, as and when requested, as an input to measuring Contractor performance;
- 4.1.16 DFATD reserves the right to select projects for delivery through internal resources and/or third parties, rather than through the Contractor. DFATD will advise the Contractor of any projects to be developed and implemented through other delivery channels as part of the project planning process that forms part of

the annual BMP exercise but may decide to reassign responsibility for the delivery of projects that form part of the Contractor's PoP during the course of the Fiscal Year (FY), based upon changing priorities or emerging issues related to the Contractor's project delivery capacity. The Contractor will be required to contribute to, support and participate in projects implemented through other delivery channels by working collaboratively with the internal resources and/or third parties engaged to develop and execute the related project work. In accordance with this requirement, the Contractor must lead activities such as, but not limited to, the following:

- a) acting as the constructor in accordance with Section 2.6, Occupational Health and Safety;
- b) providing on-site coordination and other project support as directed by the Technical Authority;
- c) notifying tenants and other Mission stakeholders of the work being performed and working with them to minimize impacts on their operations;
- d) obtaining tenant approvals, where required;
- e) providing access to building services areas and equipment rooms;
- f) conducting system shutdowns;
- g) performing commissioning oversight and/or management; and
- h) updating standard operating procedures specific to any building systems and/or services impacted by the project.

4.2 Managing Projects within Cost Categories

Context

Regardless of total cost, the principles of DFATD's project management methodology and/or associated PMSys apply to project delivery activities. However, the requirements specific to project identification, approval and implementation are commensurate with and considerate of project value, complexity, and risk. To this end, DFATD generally expends more effort developing and managing projects as the dollar value increases, this being reflective of a linear relationship with both risk and complexity. For projects with a value of \$1,000,000.00 or more, DFATD follows all the procedures and enabling processes that form part of the PMSys, while projects of lesser value are subject to a shorter list of procedures and processes, known as PMSys "Lite". PMSys Lite is designed to simplify and streamline the project delivery processes and deliverables that form part of the full PMSys, while respecting the principles defined in the PMSys procedures and identified in Section 4.1, Project Delivery Methodology.

In accordance with the PMSys, a project commences with the development of a Statement of Requirements (SOR), which is a detailed definition of DFATD tenant and/or end user requirements directly related to a targeted objective or outcome. Unless directed otherwise in the annual BMP Call Letter, any work supporting the identification of a project, such as inspections, condition assessments and reviews, as well as the resulting outputs (e.g.: reports), are operations and maintenance activities and, as such,

should be budgeted as a building operating cost under Property Management Services (PMS).

Once the project requirements have been defined, accepted and/or approved, DFATD initiates the project identification stage. During this stage, all available options to respond to the requirements and achieve the stated objective(s) are fully explored, the best option is selected and further defined, project-specific risks are identified, and cost estimates and preliminary project schedules are established. The analysis conducted and information assembled are summarized in a Business Case (BC) that is subjected to DFATD's project approval process, through which management, internal stakeholders and subject matter experts offer input and/or grant approval to proceed with the project.

As part of the project identification stage, DFATD prepares and completes studies, produces plans and reports, completes forms and prepares deliverables, including, but not limited to, the following:

- schedules and work breakdown structures;
- cost plans and estimates;
- project plans;
- investigation and reports and feasibility studies;
- business cases;
- risk management plans;
- project complexity and risk assessments;
- Impact Assessment Act (IAA) Checklists, and environmental
- assessments.

Within the project delivery stage, DFATD initiates and completes the development of designs, plans and specifications, including architectural and engineering design, prepares tender documents, procures the necessary consulting and/or construction services and executes the repair, construction, capital improvement and/or demolition work included in the project scope. As part of the project delivery stage, DFATD may revise and/or refine the project schedules and work breakdown structures, cost plans and estimates, project plans, risk management plans and/or project risk and complexity assessments prepared during the project identification stage.

Work performed to define project requirements, and both initiate and successfully complete the project identification and implementation stages, forms part of the project budget. The project budget may also include costs associated with building operations and maintenance that are normally funded through the Property Management Services (PMS) budget. Examples include additional cleaning and security that may be required as a result of the project. Where building operations and maintenance activities are included in the project budget, there is a requirement to clearly demonstrate that they are directly attributable to and driven by the project.

Within this Statement of Work, projects are grouped into three categories characterized by different levels of effort and approaches to planning, budgeting, approval, and control, as follows:

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- Category I Projects: \$25,000 to \$99,999.99;
- Category II Projects: \$100,000 to \$499,999.99; and
- Category III Projects: \$500,000 to less than \$5,000,000 (delivery of Category III projects is an optional service that must be exercised through a Contract Amendment and is subject to an In-Contract Transition process before being implemented. Additional Information specific to Optional Project Delivery Services is included in Section 6.2, Optional Project Delivery Services for Category III Projects.)

Minor maintenance and/or repair work with a total value less than \$25,000, inclusive of all costs, applicable fees, and taxes, is an operations and maintenance activity funded through the PMS budget and is therefore invoiced in accordance with the associated Basis of Payment.

Each year, the Contractor prepares a list of Category I projects (\$25,000 to \$99,999.99) to be developed and implemented as part of the annual BMP exercise. By March 31, the Contractor obtains the Technical Authority's approval of an envelope of project funding specific to each asset based upon the list of Category I projects included in the accepted and/or approved BMP. Project approval is not required for the individual Category I projects included on the list. Subsequent to approving the BMP, the Technical Authority may direct the Contractor to change the composition of the list of Category I projects to substitute one project for another and/or realign its project priorities to consider emerging program needs, account for emergency projects or respond to other unforeseen requirements. This category of projects is controlled at the funding envelope level.

During the course of the year, the contractor may modify the scope, budget or schedule of any of the projects included on the Category I project list without the Technical Authority's approval, provided that projects with a lower priority ranking are not substituted for those with a higher ranking (e.g.: a project initiated to address a health and safety issue isn't replaced by one designed to improve asset integrity or implement cosmetic changes and updates to the building) and the envelope of project funding that's been approved is not exceeded. In this context, projects removed from the original approved list of Category I projects may be rescheduled to a future year as appropriate.

Category I projects are not subject to the same planning and approval processes as those in Categories II and III but must be developed and delivered in a manner consistent with and considerate of DFATD's PMSys and in conformance with best practices and related professional standards that form part of an industry-recognized project management system and/or methodology, such as PMI's Project Management Body of Knowledge (PMBok).

Similar to Category I projects, the Contractor prepares a list of Category II projects (\$100,000 to \$499,999.99) to be developed, implemented and/or carried over as part of the annual BMP exercise. By March 31, the Contractor obtains the Technical Authority's approval of an envelope of notional project funding specific to each asset based upon the list of Category II projects included in the accepted and/or approved BMP. Unlike Category I projects, individual Category II projects must be submitted to and approved by the Technical Authority prior to proceeding. In addition, the Contractor is required to

prepare, submit, and seek Technical Authority acceptance and/or approval of key project deliverables at specific stages in the project delivery life cycle.

Subsequent to the Technical Authority's acceptance of the BMP (inclusive of the proposed PoP) and approval of an envelope of funding for the delivery of Category II projects, the Contractor initiates and completes an investigative study, prepares a report to document the findings and develops a Business Case (BC) for each project for submission to the Technical Authority. The project-specific BC identifies the options available to respond to the requirements documented in the SoR, analyses these options, and makes a recommendation for the Technical Authority's approval. Once the Technical Authority approves a BC and allocates the necessary funding (via a Work Authorization), the Contractor is permitted to execute the associated project. In addition to the project-specific deliverables identified in Annex 7 – Contract Deliverables and Reporting Requirements, the Technical Authority may request that the Contractor prepare supplemental project deliverables and/or undertake additional activities for individual Category II projects such as, but not limited to, the following:

- provide the documentation for and participate in a design review subsequent to approval of the recommended option;
- prepare and submit a comprehensive project plan for projects of higher risk or complexity;
- change the composition of the list of Category II projects to substitute one project for another and/or realign project priorities to consider emerging program needs, account for emergency projects or respond to other unforeseen requirements; and
- provide advance notification of any modifications to projects that are subject to Technical Authority approval. Modifications could include significant alterations to the project scope, schedule and/or approved budget. Technical Authority approval is required before the approved budget is exceeded and/or subcontracts are tendered and awarded.

The Contractor is required to identify any Category II projects that are more complex and/or have an elevated level of risk to the Technical Authority. The Technical Authority may:

- request that the Contractor complete a Project Complexity and Risk Assessment to validate the project's risk and complexity profile;
- select the project for delivery through internal resources and/or a third party, rather than through the Contractor; and
- assign additional project management responsibilities to the contractor, including the development and submission of supplemental deliverables to meet enhanced project reporting requirements.

Scope of Services

The Contractor must:

4.2.1 with respect to Category I projects:

- a) prepare and submit a list of Category I projects (\$25,000 to \$99,999.99) to be developed and implemented in the upcoming fiscal year for the Technical Authority's review and acceptance as part of the annual BMP exercise. The Category I project list should be accompanied by project summaries / proposals for each of the projects identified on the Category I project list. The project summary / proposal should include information on the project scope, forecast start and completion dates, and an estimate of the total project cost;
- b) prepare and submit an updated list of Category I projects one month prior to the start of the upcoming fiscal year for the Technical Authority's review and acceptance. The list must include a description of the scope, start and completion dates and estimated cost of each of the Category I projects, and must clearly identify any changes made since the list was accepted as part of the BMP exercise (e.g.: projects added, removed, carried over and/or deferred). The Technical Authority may request that the Contractor revise the project summaries/proposals prepared for individual projects to reflect the changes identified on the updated list;
- c) at the beginning of the fiscal year, prepare a Work Authorization (WA) to request the Technical Authority's approval of an envelope of project funding specific to the accepted and/or approved list of Category I projects to facilitate their implementation;
- d) identify any changes (addition, removal, or deferral of individual projects) to the originally accepted and/or approved list of Category I projects to the Technical Authority to obtain their approval;
- e) apply a standard of project management appropriate for each project and consistent with DFATD's PMSys principles and/or those of the Project Management System used by the Contractor to support their provision of the project delivery services that form part of this Statement of Work (e.g.: PMI's PMBoK, or another industry-recognized Project Management System that includes enabling processes and procedures);
- f) as and when required or as directed by the Technical Authority, conduct risk assessments, prepare risk management / mitigation plans and/or risk contingency strategies and actively manage and report on risks for projects that are more complex / have a heightened level of risk, in accordance with Section 5.1.9;
- g) subcontract in accordance with Section 2.5, Subcontract Management;
- h) provide monthly reports to the Technical Authority to identify the status of the individual projects included on the list of Category I projects. The report must include the implementation status, actual costs incurred, total financial commitments, and forecast total expenditures of each of the projects and provide details on any modifications to the scope, budget, schedule, or targeted objectives and/or outcomes of individual projects;

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- i) complete project quality checklists, project completion surveys and project file checklists for each Category I project, conduct assessments and/or reviews of these deliverables for a statistically valid random sample of Category I projects, and tabulate and provide the results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe;
- j) maintain checklists, surveys and the results of any reviews and assessments conducted on the applicable project files and provide this information to the Technical Authority as and when requested as an input to DFATD quality monitoring activities; and
- k) provide the Technical Authority with information and data specific to new construction, alterations, betterments and/or improvements that form part of Category I projects once substantial completion of the project has been achieved in accordance with Section 4.1.11.

4.2.2 with respect to Category II projects:

- a) prepare and submit a list of Category II projects (\$100,000 to \$499,999.99) to be developed and implemented in the upcoming fiscal year for the Technical Authority's review and acceptance as part of the annual BMP exercise;
- b) prepare a Statement of Requirements (SoR) for each of the Category II projects included in the BMP. The SoR should include a detailed list of the project requirements, a description of the anticipated project scope, estimated start and completion dates, and an estimate of the total project cost. The SoR must be submitted to the Technical Authority for acceptance. Once accepted, the SoR will be used as an input to the approval and allocation of funding to individual projects. All work subsequent to this activity is considered project-related;
- c) prepare and submit an updated list of Category II projects one month prior to the start of the upcoming fiscal year for the Technical Authority's review and acceptance. The list must include a description of the scope, start and completion dates and estimated cost of each of the Category II projects, and must clearly identify any changes made since the list was accepted as part of the BMP exercise (e.g.: projects added, removed, carried over and/or deferred). The Technical Authority may request that the Contractor revise the SoR's for individual projects to reflect the changes identified on the updated list;
- d) at the beginning of the fiscal year, prepare Work Authorizations (WA's) for individual Category II projects to request the Technical Authority's approval of the funding necessary to facilitate their further development, formal approval, and implementation;
- e) initiate and complete studies, including investigation and reports, to develop options to consider and address the requirements included in project specific SoR's subsequent to the Technical Authority's acceptance of the

revised list of Category II projects and the allocation of funding through an approved WA;

- f) conduct a risk assessment, prepare a risk management / mitigation plan and/or risk contingency strategy and actively manage and report on risks for each Category II project in accordance with Section 2.10;
- g) prepare and submit a business case (BC) to the Technical Authority as and when requested to secure formal approval of the related Category II project. The BC should include the project scope, a problem statement, project objective(s), an analysis of options available, a detailed justification and recommendation of the preferred option, the estimated total project cost (class D cost estimate), proposed schedule, a risk assessment, the proposed implementation strategy, and any related issues, concerns, or constraints;
- h) as and when requested or as directed by the Technical Authority, complete a risk and complexity assessment for any Category II projects that are more complex, have an elevated level of risk or are under greater scrutiny. Risk and complexity assessments are to be submitted to the Technical Authority for review and acceptance, and will be used to validate project delivery methodology and inform potential changes to the delivery strategy;
- i) prepare a commissioning plan and execute the requisite commissioning activities for each Category II project. The commissioning plan should integrate project commissioning requirements into the design and clearly identify the requirement to prepare manuals and drawings, undertake inspections, test and balance new equipment and systems or existing infrastructure impacted by the project and train operations and maintenance staff, other stakeholders, and end users in the appropriate operation of the systems, equipment and/or built works installed as part of the project;
- j) conduct a design review, complete a final design, and prepare a Class A estimate and tender documents for each Category II project subsequent to the receipt of project approval;
- k) as and when requested by the Technical Authority, update the BC to document and confirm the project scope, schedule, and cost to secure approval to tender and execute the construction portion of the Category II project;
- l) apply a standard of project management appropriate for each project and consistent with DFATD's PMSys principles and/or those of the Project Management System used by the Contractor to support their provision of the project delivery services that form part of this Statement of Work (e.g.: PMI's PMBoK, or another industry-recognized Project Management System that includes enabling processes and procedures);
- m) subcontract in accordance with Section 2.5, Subcontractor Management;
- n) provide monthly reports to the Technical Authority to identify the status of the individual projects included on the list of Category II projects. The report must include the implementation status, actual costs incurred, total financial commitments and forecast total expenditures of each of the projects and

provide details on any modifications to the scope, budget, schedule, or targeted objectives and/or outcomes of individual projects;

- o) complete project quality checklists, project completion surveys and project file checklists for each Category II project, conduct assessments and/or reviews of these deliverables for each Category II project, and tabulate and provide the results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe;
- p) maintain checklists, surveys and the results of reviews and assessments conducted on the applicable project files and provide this information to the Technical Authority as and when requested as an input to DFATD quality monitoring activities.
- q) provide the Technical Authority with information and data specific to new construction, alterations, betterments and/or improvements that form part of Category II projects once substantial completion of the project has been achieved in accordance with Section 4.1.11.

4.2.3 with respect to Category III projects:

- a) deliver projects between \$500,000 and \$5,000,000 in accordance with this Statement of Work and in a manner consistent with the requirements specific to category I and II projects;
- b) consider, respond to, and successfully address any incremental service delivery and/or reporting requirements established by the Technical Authority as part of the Contract Amendment and In-Contract Transition processes that will be initiated and completed to successfully implement this optional service.

4.2.4 update and/or change the composition of category I and II project lists through the course of the fiscal year to consider emerging program needs, account for emergency projects or respond to other unforeseen requirements as directed by the Technical Authority.

4.2.5 As and when required or as directed by the Technical Authority, the Contractor must prepare and present a project management plan for the Technical Authority's review and acceptance. The project management plan developed must align with the principles of DFATD's project management methodology and/or associated PMSys, as well as that of the Contractor, and must include consideration for scope, schedule, cost, and risk.

4.3 Tenant Service Project Delivery

Context

Tenant Service Project Delivery Work consists of project-related Work designed to respond to tenant specific needs. For example, other Government of Canada (GC) tenants in DFATD assets may require minor construction work to be planned and

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executed in their space (e.g.: sound-proof walls, construction, or relocation of partitions, etc.), and/or have repairs initiated on tenant-owned systems, equipment, fixtures and/or fit-up installed in DFATD assets.

Like DFATD, GC tenants in DFATD-owned assets are obligated to respect the Treasury Board Policy on the Management of Projects. While tenants may have their own PMSys, they are typically encouraged to follow DFATD's project management methodology and/or associated PMSys for any tenant service projects initiated and executed in DFATD assets. DFATD provides project coordination and technical assistance to tenants to ensure that their projects are delivered in a manner that considers and aligns with the principles, enabling procedures and processes that form part of DFATD's PMSys.

Scope of Services

The Contractor must:

- 4.3.1 perform Tenant Service Project Delivery Work in accordance with this Statement of Work, including requirements specific to Category I and II projects, as directed by the Technical Authority.
- 4.3.2 perform Tenant Service Project Delivery Work assigned by the Technical Authority in accordance with the specific Work requirements established by the tenant and communicated by the Technical Authority.
- 4.3.3 with respect to Tenant Service Project Delivery:
 - a) report to and seek the acceptance and approval of the Technical Authority, in advance of commencing work, for any tenant requests that,
 - i. could have a negative impact on the integrity of the asset, tenant satisfaction or the asset's financial performance;
 - ii. could involve the Contractor charging the costs of resource utilization that the Contractor charging the costs of resource utilization that DFATD has reimbursed to the Contractor as an allowable PDS cost under the Contract; in such cases, the Contractor must reimburse DFATD for the associated cost and any related fees;
 - iii. DFATD has reimbursed to the Contractor as an allowable PDS cost under the Contract; in such cases, the Contractor must reimburse DFATD for the associated cost and any related fees;
 - iv. due to the volume, nature and/or complexity of the work required to respond to the tenant request, could adversely impact the Contractor's ability to deliver services described within this Statement of Work to DFATD;
 - v. potentially contravene the provisions of the occupancy agreements between the tenant(s) and DFATD; and
 - vi. are not clearly related to or reflective of the scope of services included in this Statement of Work.

- b) ensure overall project quality, project completion, and project file documentation by,
 - i. assessing Tenant Service Project Delivery Work in the same manner as Category I and II projects that form part of DFATD's PoP,
 - ii. completing project quality checklists, project completion surveys and project file checklists for each Tenant Service Project, conducting assessments and/or reviews of these deliverables, and tabulating and providing results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe,
 - iii. maintaining checklists, surveys and the results of reviews and assessments conducted on the applicable project files and providing this information to the Technical Authority as and when requested as an input to DFATD quality monitoring activities.
- 4.3.4 must track and report on Tenant Service projects to the Technical Authority as and when requested. The report provided should include the implementation status, actual costs incurred, total financial commitments and forecast total expenditures of each Tenant Service project, and provide details on any modifications to the scope, budget, schedule, or targeted objectives and/or outcomes that may have an impact on the project-specific requirements provided by the tenant.

4.4 Commissioning of Projects

Context

DFATD requires that projects be subjected to a commissioning process that is appropriate for the size, scope, and complexity of the project. Commissioning activities extend through all phases of the project life cycle, from project definition through project implementation / execution to substantial completion and operation. An effective project commissioning process contributes to reduced life cycle costs, cost-effective maintenance, the systematic production of project documentation for knowledge management / transfer, and surprise-free operations for both the custodian and operations and maintenance staff.

In accordance with Treasury Board of Canada policies, procedures, and standards specific to Commissioning, "all asset-based projects that produce built works managed by custodians of federal real property (inclusive of DFATD) and/or their third-party contractors must be assessed to determine the level of commissioning required". Assessments must consider the size, scope, and complexity of the project. Commissioning activities identified through these assessments must be carried out in accordance with DFATD's PMSys and enabling processes and procedures, as well as industry best practices, such as the commissioning processes, procedures and/or practices that form part of PMI's PMBoK or other industry-recognized project management systems.

Project commissioning is a specific and discreet activity that falls under the Project Managers' area of responsibility. While both project commissioning and commissioning management activities must be planned, executed, effectively integrated, and successfully completed to ensure that a project achieves the objectives and targeted outcomes identified in the project SoR, the two activities are not the same. Project commissioning includes:

- preparation and implementation of the commissioning plan;
- integrating project commissioning needs into the design;
- preparation of manuals and drawings;
- undertaking inspections, testing, and balancing; and
- training stakeholders and end users.

While the Commissioning Manager is not responsible for the development and implementation of the commissioning plan or the execution of commissioning activities, they play a critical role in and are a key stakeholder during the development and delivery of projects due to their role as the owner's representative in the process. Commissioning management includes:

- providing critical input to and participating in all the phases of the project life cycle;
- facilitating and accepting accountability for the overall commissioning process;
- ensuring that the project product is designed, installed, tested, operated, and maintained in accordance with the operational requirements of the owner;
- ensuring that the components and individual activities that form part of the commissioning process are completed, whether undertaken by the contractor or others; and
- accepting the product produced through the project on behalf of the owner.

The Contractor's approach to project commissioning and commissioning management must be consistent with DFATD's PMSys and enabling processes and procedures, as well as industry best practices, such as the commissioning processes, procedures and/or practices that form part of PMI's PMBoK or other industry-recognized project management systems.

Project commissioning is treated as a project cost and budgeted under Project Delivery Services (PDS).

In situations in which the Contractor is responsible for project delivery, commissioning management is treated as a property management cost and budgeted under Property Management Services (PMS). Where a project is delivered by DFATD internal resources and/or third parties, commissioning management is treated as and budgeted under PDS.

Scope of Services

The Contractor must:

- 4.4.1 provide project commissioning for projects that form part of the Program of Projects (PoP) for which it is responsible, in a manner consistent with the direction provided above, including, but not limited to:
- a) assessing the requirement for project commissioning based upon the size, scope, and complexity of individual projects;
 - b) preparing project-specific commissioning plans based upon the outcome of commissioning assessments and providing this information to the Technical Authority as and when requested;
 - c) identifying and documenting operational requirements, issues, and concerns;
 - d) integrating project commissioning needs into the design, providing input and comments during the design phase, and documenting the concept of operations;
 - e) preparing and issuing operating manuals;
 - f) inspecting and testing equipment and systems, assembling the results, and providing the information to the Technical Authority as and when requested;
 - g) placing equipment and systems into operation and balancing the systems when / where required;
 - h) training stakeholders and end users, including operations and maintenance staff, on the appropriate operation, use and maintenance of the product(s) delivered through the project;
 - i) evaluating performance against the design specifications and transferring required data and information to the appropriate stakeholders and/or end users in accordance with direction from the Technical Authority.
- 4.4.2 provide commissioning management services for projects delivered by the Contractor, DFATD internal resources and/or third parties in a manner consistent with the direction provided above, including, but not limited to:
- a) assigning a Commissioning Manager and providing commissioning management services;
 - b) assembling operational data for, providing critical input to, and participating in all the phases of the project;
 - c) facilitating and supporting project commissioning and assuming overall responsibility for the integrity of the commissioning process;
 - d) ensuring that project outcomes and associated products are designed, installed, tested, operated, and maintained in accordance with the operational requirements of the Technical Authority;
 - e) ensuring that the components and individual activities that form part of the commissioning process are completed, whether undertaken by the

- Contractor as part of their project delivery responsibilities or by others (DFATD internal resources and/or third parties); and
- f) formally accepting the product produced through the project in the role of owner's representative on behalf of the Technical Authority.

5 CORE FACILITY MANAGEMENT SERVICES

Context

Facility management is the practice of coordinating the physical workplace with the people and work of the organization. Facility management services extend beyond the provision of space to include the delivery and management of the elements of a business environment to meet tenant program needs.

The core facility management services included in this Statement of Work are related only to minor churn activities for DFATD tenants. The functions included are:

- Minor Reconfiguration Services (five workstations or less);
- Internal Move Services (five workstations or less); and
- Event set-up support.

Scope of Services

5.1 Minor Reconfiguration Services

5.1.1 The Contractor must:

- a) determine space, fit-up, furniture, and signage needs;
- b) prepare concepts, detailed plans, and specifications; and
- c) prepare detailed estimates for furniture and equipment.

5.2 Internal Move Services

5.2.1 The Contractor must:

- a) plan and execute move projects;
- b) evaluate and report on the success and satisfaction of individual moves upon completion; and
- c) ensure that all relevant signage is updated following the completion of any minor move.

5.3 Event Set-up Support

The Contractor must:

- 5.3.1 allocate two (2) resources to provide as-required services for event set-up support for the London High Commission as detailed in Annex 10 – Interior Building Cleaning Standard.
- 5.3.2 assist DFATD and tenants in planning, coordinating, and delivering ceremonial activities for events held in buildings or grounds including but not limited to official openings, press conferences, unveiling of plaques, monuments or works of fine art, and visits from dignitaries.

6 OPTIONAL SERVICES

DFATD has identified certain building-related services which it may require the Contractor to provide, upon notice, on an optional basis, at any time during the term of the Contract. These optional services include:

- Facilities Management Services (not currently included in the Statement of Work).
- Project Delivery Services for Category III Projects equal or over \$500,000
- Building Condition Reports
- Addition of Buildings

Should DFATD wish to exercise its option to require any or all of these services of the Contractor, it will request that the Contractor submit a proposal as appropriate, and as specific requirements arise. The Contractor will follow the requirements of Section 9 – In-Contract Transition when adding asset(s) or service(s) to the Contract.

There is no guarantee that DFATD will require the Contractor to provide any optional services. DFATD reserves the right to deliver any of these optional services through its own delivery mechanisms or through third parties, rather than through the Contractor. If DFATD does require the Contractor to deliver any optional services, it may be for a limited period.

Some facility management services complement services required elsewhere in this Statement of Work such as property management services, core facility management services, minor project delivery services, and environmental services.

DFATD will establish additional Performance Indicators and associated requirements for optional services which may be incorporated as part of the existing Performance Measurement Regime.

The Contractor will be required to apply the reporting requirements detailed in this Statement of Work, and implement any additional data, information management and reporting requirements related to Optional Services as determined by the Technical Authority.

6.1 Optional Facility Management Services

Context

DFATD is committed to providing productive work environments for tenants who occupy their buildings. These facility management services extend beyond the provision of space to include the delivery and management of all elements of a business environment to meet tenant program needs. The Statement of Work includes Core Facility Management Services for Minor Reconfiguration and Internal Move Services. The services considered as optional are defined as follows.

Scope of Services

The Contractor must:

6.1.1 provide services related to one or more of the following services at the request of the Technical Authority:

- a) Space Layout and Design;
- b) Space Measurement Services;
- c) Relocation (Move) Management;
- d) Cable Plant Management;
- e) Furniture and Office Equipment Management;
- f) Furniture Procurement Services;
- g) Conference and Event Management; and
- h) Conference and Boardroom (Room) Reservation Management.

6.1.2 for Optional Space Layout and Design:

- a) determine space, fit-up, furniture, and signage needs with the tenant;
- b) prepare concepts, detailed plans and specifications, and associated cost estimates for space layout;
- c) prepare detailed estimates for furniture and equipment; and
- d) recommend best options, prepare justifications, and obtain approvals from the Technical Authority and/or authorized tenant representative.

6.1.3 for Optional Space Measurement Services, measure space and provide floor plan and base-building documentation services in accordance with DFATD policy and standards;

- a) update existing floor plans and base-building drawings and plans;
- b) prepare new floor plans and other plans in accordance with DFATD standards;
- c) validate floor plans provided by landlords and others, as requested, and document issues and discrepancies in measurement in relation to PWGSC standards; and

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- d) provide advice regarding space measurement discrepancies in drawings and plans provided by landlords in support of new leases and lease renewals when required.
- 6.1.4 For optional Relocation (Move) Management services, the Contractor must:
 - a) plan, schedule and execute relocation projects within assets in the contract;
 - b) evaluate and report on satisfaction of individual relocations; and
 - c) provide Lessons Learned from each relocation project.
- 6.1.5 for optional Cable Plant Management:
 - a) maintain and regularly update cable plant records and drawings;
 - b) perform installations as part of renovation and refit projects;
 - c) perform alterations to existing systems to accommodate tenant relocation and requirements for changes and additions;
 - d) test, maintain, repair, and in the event of damage, restore services; and
 - e) perform upgrades to existing cable plants where required.
- 6.1.6 for Optional Furniture and Office Equipment Management:
 - a) prepare documentation for approval by the Technical Authority for procurement of furniture and equipment through the DFATD contracts against Standing Offers;
 - b) coordinate the delivery and installation of furniture and equipment;
 - c) provide for installation and repair of furniture, fixtures, and equipment; and
 - d) manage and maintain the furniture inventory, including location drawings, using an electronic database or tool such as Computer Aided Facilities Management (CAFM).
- 6.1.7 for Optional Conference and Event Management:
 - a) provide audio-visual, telephone and data communication support;
 - b) provide teleconference and videoconference support;
 - c) provide food services; and
 - d) track usage, analyze needs and gaps, and recommend improvements.
- 6.1.8 on behalf of Conference and Boardroom (Room) Reservation Management:
 - a) provide a web-based room reservation service;
 - b) track usage, analyze needs and gaps, and recommend improvements.

6.2 Optional Project Delivery Services for Category III Projects

Context

Granting of any major project delivery Work to the Contractor beyond the current financial threshold is entirely at DFATD's discretion.

Scope of Services

- 6.2.1 With respect to Major Project Delivery Services, the Contractor must deliver projects in the cost category between \$500,000 and \$5M in conformity with the requirements set out in Project Management Services.

6.3 Building Condition Reports

Context

The Building Condition Report (BCR) examines, assesses, and provides detailed technical information on the condition of building and site components such as architectural, structural, mechanical, electrical, vertical, and horizontal transportation and compliance status with respect to regulatory testing, accessibility, and building and building system codes. The BCR provides recommended action required to maintain the building in operating condition for a thirty-year period. It identifies the required major repairs and capital projects and estimates the cost of these projects.

Scope of Services

The Contractor must:

- 6.3.1 validate the existing building component list and make updates as required;
- 6.3.2 inspect and evaluate the building components and provide: a description of the component, date installed or last replacement date, condition, expected/remaining life, and proposed replacement date; a detailed narrative if the component's condition is deemed unsatisfactory; and the replacement cost if component is proposed to be replaced;
- 6.3.3 for components proposed to be repaired or replaced provide: an indication of whether the proposed work is a capital or repair project; the justification for the proposed work; a description of the proposed work; the strategy for completing the proposed work; the estimated cost of the proposed work; the implications of delaying the proposed work;
- 6.3.4 prepare a report that summarizes the results of the inspections, evaluations and proposed work and includes such items as: the documents reviewed; an executive summary; design parameters and deficiencies; summary overviews of

their condition for architectural, structural, site, vertical transportation, mechanical, and electrical; compliance status with respect to Treasury Board Secretariat Occupation Health and Safety Directive (temperature and humidity targets), regulatory testing, accessibility, and building and building system codes as amended from time to time.

6.4 Additional Assets

Context

DFATD may request that the Contractor apply this Statement of Work to DFATD assets that are not listed in Section 1.1. These could include the Head of Mission Residence, and one or more Staff Quarters as listed in Annex 9 – List of Buildings.

Scope of Services

- 6.4.1 With respect to providing property, facility and/or minor project delivery services to additional assets, the Contractor must:
- a) prepare and obtain acceptance from the Technical Authority for a Transition Plan detailing activities and schedule for transfer and in-contract transition of the additional asset(s) and required services into the contract;
 - b) prepare and submit a Building Management Plan to the Technical Authority for the transferred building(s) identifying resource and service requirements and estimates to carry out required Work;
 - c) complete transition activities in accordance with Transition Plan and schedule; and
 - d) manage transferred building(s) as per the Statement of Work.

7 PLANNING, BUDGETING AND EXPENDITURE MANAGEMENT

7.1 Building Management Plans

Context

It is Canadian government policy that federal real property is managed throughout its lifecycle in a sustainable and financially responsible manner to support the cost-effective and efficient delivery of government programs. Long term investment planning and performance measurement are key elements in meeting this objective.

The Building Management Plan (BMP) is a comprehensive tool to plan, monitor and report on buildings on an annual basis. The Contractor must prepare a BMP for each building in accordance with the instructions and template provided by the Technical Authority. The Contractor is responsible for the development, content, accuracy, and timeliness of the BMP including coordinating input from other groups, and for

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implementing the approved programs of work. The BMP consists of three components: a Management Analysis, an Operating and Maintenance (O&M) Plan, and Project Plans.

- Management Analysis is a narrative synopsis of the BMP that provides a strategic overview of building performance and condition, space utilization, references, building issues, major recommendations, options, opportunities, and risk to support recommended investment decisions;
- Operation and Maintenance (O&M) Plan includes operating, maintenance, and repairs less than \$25,000;
- Repair Project Plan listing supported by an individual project justification for each project equal to or above \$25,000, including those delivered by DFATD; and
- a Capital Project Plan listing supported by an individual project justification for each project equal to or above \$25,000, including those delivered by DFATD.

The management planning and budgeting requirements described in this Statement of Work are designed to align with DFATD processes and systems. The annual BMP exercise is initiated in the month of August by a Call Letter issued by the Technical Authority to the Contractor. The Contractor is required to prepare the BMP in accordance with instructions set out in the DFATD BMP Call Letter.

Scope of Services

The Contractor must:

- 7.1.1 prepare and submit a comprehensive BMP for each building to the Technical Authority. The BMP must provide details on operating, maintenance, and project requirements in accordance with direction provided by the Technical Authority in the BMP Call Letter.
- 7.1.2 establish a five-year expenditure profile that includes the previous year's actual costs, the current year's forecast, the BMP planning year, and extended cost projections for the two subsequent years;
- 7.1.3 set out financial information for operating expenditures in accordance with DFATD standard Building Classification of Accounts, depicted in Annex 5 - Building Classification of Accounts and phase the approved budget allocation to indicate cash flow requirements on a monthly basis for the upcoming year;
- 7.1.4 provide performance and trending information related to operating, energy and utility costs and consumption;
- 7.1.5 incorporate planning and performance information from other building-related reports, such as the Building Performance Report (BPR), Building Assessment

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Report (BAR), Building Condition Report (BCR), Environmental Reports, Seismic Reports, and Security Reports;

- 7.1.6 calculate and report on performance metrics related to operating, energy, and utilities, building performance and condition, and project-related costs, and compare with regional and international targets as and when requested; and
- 7.1.7 present a complete BMP to the Technical Authority for approval for the upcoming year.

7.2 Expenditure Management

Context

Implementation of operations, maintenance, repair, and renovation activities requires an established works management system which comprises proven and consistent professional methods for Work initiation and authorization, Work implementation and control, inspection of completed Work, and payment. DFATD requires the Contractor to manage and control expenditures, and to provide reports to the Technical Authority.

Scope of Services

The Contractor must:

- 7.2.1 with respect to the management and control of budgets:
 - a) perform Work using an automated works management system to assign and control work, track progress, inspect and certify satisfactory completion;
 - b) manage and control operating and maintenance funds at the asset level and project funding at either the program level (Category I) or project level (Category II);
 - c) report monthly on progress, status of expenditures, and forecasts to year-end against the established budget in accordance with DFATD's Building Classification of Accounts as outlined in the BMP;
 - d) prepare a forecast each year, at the end of period six (6) (September 30), of the total Operation and Maintenance (O&M) and project delivery costs expected for each building to March 31 (end of fiscal year);
 - e) submit reports to the Technical Authority in accordance with the requirements set out in Section 8 - Data, Information Management and Reporting section and Annex 7 - Contract Deliverables and Reporting Requirements; and
 - f) submit ad-hoc reports to the Technical Authority upon request.
- 7.2.2 manage expenditures for all Work under contract, including:
 - a) paying their staff in accordance with terms of their employment;

- b) promptly paying subcontractor's invoices for Work satisfactorily performed in accordance with the terms of the subcontract by the date required to obtain all available discounts;
 - c) paying all costs, losses, damages, or penalties for late payment of subcontractors' invoices at the Contractor's own expense;
 - d) retaining information on each element of cost in sufficient detail for audit purposes for the term of the contract; and
 - e) providing associated performance data for expenditure management as directed by the Technical Authority.
- 7.2.3 with respect to all Works equal to or over \$25,000., follow the Work Authorization process (refer to Annex 7 – Contract Deliverables and Reporting Requirements), including:
- a) reporting to and seeking the approval of the Technical Authority in advance of the Work being undertaken;
 - b) amending the Work Authorization when there is a change to the Work, deliverables, dates, or costs;
 - c) completing all corresponding Work Authorization documentation; and
 - d) carrying out applicable subcontracting as set out in Section 2.5 - Subcontractor Management.

8 INFORMATION MANAGEMENT, TRANSFER AND REPORTING

Context

DFATD has diverse reporting requirements and requires information to plan for, perform and successfully deliver the property and facilities management and project delivery services required to preserve its real property assets and support the provision of consular services through its network of Canadian Missions in a variety of international jurisdictions. DFATD is also required to report to central agencies and to Parliament on matters related to the management and administration of the real property holdings for which it is custodian. Finally, DFATD depends on information and data to verify that the Contractor has performed the Work that forms part of this Statement of Work in accordance with the stated requirements and to certify that the services have been provided prior to processing the associated payments.

Information management refers to the creation, capture, storage, and retrieval of all forms of information (e.g.: electronic, printed, or other formats) generated through the delivery of the services included in this Statement of Work. In the context of this section, reporting generally refers to an analysis or summary of captured information, as well as other events, to clarify specific situations and/or provide visibility into and a detailed understanding of the service delivery activities undertaken by the Contractor.

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The information associated with the delivery of services in this Statement of Work is organized into three (3) distinct categories, as described below:

- **Building Operational Information:** Typically stored in and available at the buildings to which it applies, and consists of information needed by facility managers, building operations and maintenance staff, inspectors, and/or authorities having jurisdiction to demonstrate, among other things, legislative, regulatory and/or code compliance. Information of this nature typically includes Computer Aided Design and Drafting (CADD) drawings, single line diagrams, building emergency plans, business and infrastructure continuity plans, building-specific operations and maintenance plans and manuals and other printed or electronic information documenting operating procedures and/or processes.
- **Real Property Management Information:** Includes real property planning, financial and/or asset performance information related to the property, facility and project delivery services provided to preserve the value, enhance the operational efficiency, and promote the lifecycle management of DFATD's real property assets.
- **Strategic Corporate Information:** Includes both financial and other information that provides DFATD with visibility into and a detailed understanding of the performance of its portfolio of real property assets and/or the investments required to maintain them, whether they are managed internally or by third parties. This information belongs to DFATD.

The Contractor must develop, maintain, and update information related to their service delivery activities and/or obligations. Most information required by DFATD will be transferred electronically by the Contractor in an agreed-upon format.

DFATD will produce information, presentations and reports from electronic data provided by the Contractor. Electronic data includes planning, operations and maintenance information and operational results that are typically captured in industry-standard property, maintenance, and project management information systems. The secure transmission and safe long-term storage of the information and data described in this section are a priority for DFATD.

Planning, management, and operational data elements will be submitted to DFATD using an Extensible Markup Language (XML) structure.

The technology used to store, manage, report on and exchange information and data will continue to change and evolve over the term of the Contract. As a result, the means through which information and data are exchanged between the Contractor and DFATD may be modified to embrace emerging technological solutions that would deliver additional benefits and operational efficiencies to DFATD.

8.1 Information Management and Reporting

Scope of Services

The Contractor must:

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- 8.1.1 provide the information, data and deliverables specified in Annex 7 – Contract Deliverables and Requirements List, or as determined and directed by the Technical Authority, ensuring that file formats and standards are consistent with the DFATD standards identified by the Technical Authority and/or articulated in this Statement of Work.
- 8.1.2 complete and submit information, data and deliverables using DFATD-prescribed formats or Contractor-generated formats, in accordance with Annex 7 – Contract Deliverables Requirements List. Deliverables submitted in a Contractor-generated format must be reviewed and accepted by the Technical Authority prior to their implementation and ongoing use.
- 8.1.3 The Contractor must ensure the accuracy and completeness of information, data and deliverables through quality control and assurance, in accordance with its Quality Management System and the requirements included in Section 2.3 – Quality Management.
- 8.1.4 The Contractor must store, backup, organize and protect all information, data, and deliverables with due regard to requirements surrounding security and disaster recovery, and shall both observe and comply with DFATD security procedures for the protection of information, data, and deliverables in its custody and/or under its control at all times.
- 8.1.5 ensure that it observes and complies with the DFATD information management and security protocols identified by the Technical Authority when submitting to and/or exchanging information, data, and deliverables with DFATD. The information management and security protocols, policies and/or procedures that apply may vary based upon the level of security attributable to the information, data and deliverables being submitted.
- 8.1.6 use the unique transactional codes, real property identifiers and information and data standards referenced in this Statement of Work and/or identified by the Technical Authority when reporting financial, operational and/or contractual performance information to DFATD. The Contractor must implement changes to these codes, identifiers and standards made by DFATD from time to time, in a reasonable and timely manner.
- 8.1.7 provide information, data and deliverables requested by the Technical and/or the Contract Authorities as and when required to manage the Contract, including custom or ad hoc reports, special reports, lists, justifications, or other types of information. The format and/or content of the information, data and deliverables requested will be as mutually agreed upon by the Technical and/or Contract Authorities and the Contractor, typically Microsoft (MS) Word for narrative documents, MS Excel for tabular information, data and reports, and Computer Aided Design and Drafting (CADD) software for drawings, plans and information of a digital nature. The Contractor must submit all operational, technical, and

managerial data to the Technical Authority in an Extensible Markup Language (XML) structure.

- 8.1.8 ensure that all building-specific technical and/or operational information is maintained and updated on a regular basis to ensure that it is current throughout the term of the Contract. The maintenance and update of building-specific information, data and deliverables must be completed in a manner informed by and consistent with applicable legislative and regulatory requirements and/or good industry practices and must be returned to the Technical Authority at Contract completion in a format conducive to its ongoing use, accessibility and availability for the period of time identified by DFATD, in accordance with direction provided [by Library and Archives Canada](#).

8.2 Information Storage

Scope of Services

The Contractor must:

- 8.2.1 manage, maintain, and appropriately safeguard all operational, technical and/or financial information, data and deliverables produced through the provision of the property management, facility management, project delivery and/or optional services identified in the Statement of Work throughout the Contract term.
- 8.2.2 store the information, data and deliverables required by building management and operations staff, inspectors and/or authorities having jurisdiction on site to demonstrate, among other things, legislative and regulatory compliance. This includes CADD drawings and digital information, building-specific plans, processes, and operating procedures and other printed or electronic information associated with the operation and maintenance of the assets and/or the health, safety and security of building tenants and occupants.
- 8.2.3 ensure that the information, data and/or deliverables produced through the delivery of the services described in the Statement of Work are maintained electronically and/or on site and are readily accessible to the Technical Authority to support quality monitoring and/or performance measurement activities. Information, data and deliverables must be managed, maintained and accessible to the Contractor and the Technical Authority for the period of time identified by DFATD and prescribed by [Library and Archives Canada](#).

8.3 Drawing and Manual Management

Scope of Services

The Contractor must:

8.3.1 with respect to drawings and specifications:

- a) manage architectural, mechanical, and electrical drawings and specifications, including shop drawings, as-built drawings, single-line diagrams and other digital images, and data files;
- b) provide information on changes, modifications and/or updates to information of this nature in an electronic format consistent with the standards identified by the Technical Authority (e.g.: Adobe PDF and/or AutoCAD 2014 or later);
- c) convert original drawings that are not available electronically or have been produced in a format inconsistent with the standard identified by the Technical Authority into the requisite electronic format to ensure that they are readily available and accessible to the Technical Authority as and when requested. Identify the cost associated with any drawing and/or document conversions to the Technical Authority and include the cost in project estimates, where required;
- d) ensure drawings are produced in the accepted format as part of the project delivery process and, when requested, submit the information to the Technical Authority. All drawings, digital images and/or data files are to be stored on the related electronic and/or hard copy project file using an industry-recognized document and records management methodology identified to and/or accepted by the Technical Authority; and
- e) submit CADD drawings, digital images and/or related data files to the Technical Authority when requested, along with the necessary transmittal forms.

8.3.2 with respect to as-built drawings:

- a) ensure that as-built drawings are representative of the project, as constructed; and
- b) ensure that as-built drawings are verified for completeness and accuracy and submitted to the Technical Authority within thirty (30) days of project close-out. Drawings that do not conform to the format and/or standard identified by the Technical Authority will not be accepted and will be returned to the Contractor for update / correction.

8.3.3 with respect to single-line diagrams:

- a) update single-line diagrams within ten (10) business days of completion of related work and ensure that they are posted in the main electrical room or in an alternate location identified by the Technical Authority. Single-line diagrams must clearly identify how power is distributed from the source, typically the service entrance, to the feeders, sub-distribution panel board level, major load centers and individual pieces of equipment; and
- b) ensure that single-line drawings are maintained and regularly updated in accordance with applicable legislation, regulations, standards and/or policies specific to electrical safety.

- 8.3.4 manage, maintain, and update operations and maintenance information, including manuals, manufacturers' literature and operating instructions for installed equipment, and equipment warranties, including:
- a) securing additional information critical to the operation, lifecycle maintenance and repair of building systems and equipment from suppliers and manufacturers, where necessary; and
 - b) ensuring that the applicable manuals, drawings, manufacturers' literature, operating instructions, and warranties are collected from DFATD internal staff and third-party contractors delivering projects in the assets included in the Contract and are incorporated into and maintained as part of the existing document archive specific to the asset to which the project applies.
- 8.3.5 with respect to document management:
- a) retain original copies of signed tender documents and drawings in a secure area not accessible to the public or operational staff;
 - b) ensure printed copies of original drawings required for operational purposes are stored in a secure area of the building, and that access to electronic and/or hard copy versions is granted only to authorized personnel;
 - c) store hard copies of tender documents and drawings in flat file cabinets, organized and protected with due regard to their safety;
 - d) file drawings with other project information in accordance with a document and records management methodology accepted by the Technical Authority, and maintain an electronic list of the drawings and/or their location for ease of reference; and
 - e) provide copies of drawings and other project-specific information to the Technical Authority upon request, within a reasonable time frame.

9 CONTRACT INITIATION, IN-CONTRACT TRANSITION AND CONTRACT COMPLETION

DFATD is committed to ensuring a seamless continuation of services from contract award through to contract completion.

9.1 Contract initiation

Context

The Contract Initiation Period begins on the date of Contract Award and ends ninety (90) days following the Contract Operational Start Date. On the Contract Operational Start Date, the Contractor becomes responsible for delivery of all elements of the Statement of Work.

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The Contract Initiation period is necessary to:

- establish Contractor relationships and lines of communication with key parties, including the Technical Authority, other DFATD stakeholders, tenants, and third-party contractors;
- ensure a thorough understanding by the Contractor of DFATD, its structure, practices, regulations, and operations, as well as of specifics of the assets that form part of the contract;
- plan and coordinate Statement of Work implementation;
- ensure continuity of building operations and tenant programs;
- finalize Contractor management processes, governance, and prepare Standard Operating Procedures (SOPs);
- mobilize Contractor resources (employees and sub-contractors);
- develop and test Contractor information systems and protocols; and
- validate information on Government Furnished Equipment (GFE), Government Furnished Accommodation (GFA), and Government Furnished Information (GFI).

The Contractor is required to occupy space on site at Canada House to conduct business related to the Work required in this Statement of Work. The space provided to the Contractor by the Technical Authority is referred to as Government Furnished Accommodation (GFA) and will be made available in advance of the Contract Operational Start Date.

Scope of Services

The Contractor must:

- 9.1.1 No later than thirty calendar days (30) following Contract Award or as negotiated with the Technical Authority:
- a) appoint a dedicated Contract Initiation Manager, to act as the point of contact to the Technical Authority to coordinate Contract initiation activities and collaborate with the Technical Authority to ensure a smooth and orderly transition to delivery of services by the Contractor.
 - b) establish and implement a detailed Contract Initiation Plan accepted by the Technical Authority for all elements of this Statement of Work and respecting the requirements from the Request for Proposals and commitments of the Contractor's submission. This Plan must clearly demonstrate how the Contractor will establish the corporate and service delivery infrastructure necessary to provide all the services included in this Statement of Work effective the Contract Operational Start Date and include:
 - i. a Human Resources Plan identifying how required staff will be in place, trained and security-cleared as of the Contract Operational Start Date;

- and undertake the Work to obtain required security clearances for human resources under the Contractor's authority;
- ii. a Communications Plan in collaboration with and as approved by the Technical Authority identifying roles and responsibilities for communication and informing tenants and suppliers of the new Contract to reassure tenants that they will not experience disruptions or reductions in the level of service;
- iii. a Subcontracting Plan to ensure continuity of services and confirm that all subcontracts are in place with required security clearances;
- iv. a list of contact information for key Contractor personnel;
- v. a plan for familiarization of the assets and sites, as well as familiarization with applicable Canadian legislation, policies, standards, and guidelines and DFATD policies, directives, and procedures as outlined in Annex 8 – List of Acts, Codes, Regulations, Legislation, Policies and Directives; and
- vi. a Contingency Plan, to cover Contract Initiation responsibilities if any stakeholder is unable to meet the proposed timelines.

9.1.2 No later than sixty (60) calendar days following Contract Award or as negotiated with the Technical Authority:

- a) review the Building Management Plans and identify to the Technical Authority any changes to the Plans proposed to be implemented on the Contract Operational Start Date or thereafter;
- b) prepare an Occupational Health and Safety Program accepted by the Technical Authority;
- c) develop and implement an Information Management and Information Technology (IM/IT) Plan and Strategy, accepted by the Technical Authority, to demonstrate the technical capability to provide data and information deliverables as outlined in this Statement of Work;
- d) demonstrate their use of a competitive subcontracting process and prequalification process reflecting good industry practices and legal obligations;
- e) establish insurance coverage as outlined in Appendix J of the Contract Terms and Conditions for the duration of the Contract based on the Contractor's assessment of risks and exposures;
- f) novate existing contracts where required; and
- g) provide the titles of its officers proposed to be engaged in each of the levels of negotiation as described in the Contract, Section 9 - Dispute Resolution and accepted by the Technical Authority.

9.1.3 No later than thirty (30) calendar days before the Operational Start Date or as negotiated with the Technical Authority, provide the Technical Authority with a description and the status of Contractor capabilities that will support the delivery

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of services, a preliminary gap analysis in relation to the requirements of the SOW and a plan for closing identified gaps in how the Contractor will:

- a) manage incidents and respond to service calls;
- b) provide capabilities for managing information, reporting, and keeping records;
- c) provide environmental management services and capabilities, including emergency response capabilities for environmental incidents;
- d) use and maintain Government Furnished Accommodation;
- e) measure and provide performance information;
- f) ensure Occupational Health and Safety;
- g) conduct procurement;
- h) use their Works Management System, including labour time reporting and cost control;
- i) operate building systems and equipment;
- j) provide maintenance services;
- k) manage energy and utilities;
- l) support security services;
- m) provide a plan for cleaning and event support services;
- n) prepare Standard Operating Procedures in accordance with Annex 4 - Standard Operating Procedures;
- o) develop and implement a tenant communications program for review and acceptance by the Technical Authority;
- p) notify suppliers including utility suppliers of the new Contract to ensure service continuity and proper billing; and
- q) support the delivery of other related services as requested by the Technical Authority.

9.1.4 No later than fifteen (15) calendar days prior to Contract Operational Start Date or as negotiated with the Technical Authority:

- a) provide information to confirm that changes required to any items presented by the Contractor in Section 9.1.3 are provided to the Technical Authority;
- b) validate and, where necessary, finalize operational procedures, including Standard Operating Procedures required before the Operational Start Date, and confirm safety, security and emergency preparedness and environmental procedures;
- c) prepare to implement Building Management Plans;
- d) update plans and procedures provided by the Technical Authority, such as Site-Specific Occupational Health and Safety Plans, Building Infrastructure Continuity Plans and Building Emergency Plans;
- e) submit a final Human Resource Plan reflecting the organization that will be in place for the first Fiscal Year of operations;

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- f) confirm that required human resources under the Contractor's authority are in place, have the required security clearance, are familiar with the assets they will be providing services in as well as responsibilities related to fire safety, emergencies, and building infrastructure continuity;
- g) confirm that required subcontractors under the Contractor's authority are in place and have undertaken an Orientation Program to ensure they are familiar with the assets they will be providing services in as well as responsibilities related to fire safety, emergencies, and building infrastructure continuity;
- h) develop a door and equipment key inventory;
- i) implement the Communications Plan;
- j) submit Environmental Management System (EMS) for review and acceptance of the Technical Authority;
- k) submit Contingency Plans, including a Contractor Business Continuity Plan, for acceptance by the Technical Authority, confirming that effective risk management is in place;
- l) coordinate with utilities and suppliers of novated contract services to ensure uninterrupted service delivery;
- m) establish process with the Mission Request Online (MRO), DFATD's Service Call Service, and provide contact lists;
- n) verify Government Furnished Accommodation (GFA), Government Furnished Equipment (GFE);
- o) demonstrate the operation of management systems, including the Maintenance Management System, Quality Management System, and Works Management System;
 - i. demonstrate the capability to meet DFATD's IM/IT requirements;
 - ii. identify equipment and system data deficiencies, enter data and schedule maintenance using CMMS;
 - iii. validate the inventory of documents, files and reports provided as Government Furnished Information (GFI) necessary for third-party contracts, and coordinate with the respective contractors/subcontractors to ensure uninterrupted service delivery;
 - iv. demonstrate the processes that will be used to provide performance measurement information as of the Operational Start Date; and
 - v. review and implement performance indicator baselines set out in the Request for Proposals; and for those Performance Indicators for which a baseline was not set out in the Request for Proposals, agree on a baseline with the Technical Authority.

9.1.5 Beginning on the Contract Operational Start Date:

- a) commence delivery of all elements of this Statement of Work;
- b) occupy space in Canada House to conduct business related to this Statement of Work;

- c) ensure that required staff is in place, trained and security cleared;
 - d) implement the Occupational Health and Safety Program, including establishing building-level Occupational Health and Safety Committee(s) where appropriate;
 - e) validate utility readings;
 - f) implement the existing Building Management Plan(s), including any changes previously proposed, agreed to, and directed by the Technical Authority;
 - g) implement the Quality Management System, Quality Management Plan and associated processes, initiate quality management activities, and establish appropriate communication of requirements to suppliers; and
 - h) plan, coordinate and participate in monthly and quarterly meetings with the Technical Authority to discuss service delivery issues and review quality monitoring and performance results.
- 9.1.6 Within twelve months of Operational Start Date, ensure their Quality Management System is registered to the most recent International Organization for Standardization's ISO 9001:2000 and maintain the registration for the duration of the Contract.

9.2 In-Contract Transition

Context

DFATD reserves the right to add or remove asset(s) from the Contract and/or exercise Optional Services in the Statement of Work with appropriate advance notice, as negotiated with the Technical Authority.

An *In-Contract Transition* includes adding or removing asset(s) and/or exercising Optional Services. The transition period for asset(s) and/or service(s) being added is between the date of notification of the proposed addition and the Start Date of delivery. In the case of a removal, the transition period is between the date of notification of the proposed removal and the date on which services are no longer provided.

Scope of Services

The Contractor must when adding assets(s) and exercising Optional Services,

- 9.2.1 No later than thirty (30) calendar days following notification of addition of assets for execution of optional services or as negotiated with the Technical Authority:
- a) appoint a dedicated manager to act as point of contact to coordinate transition activities; and
 - b) prepare a detailed Transition Plan, accepted by the Technical Authority, to deliver services as stipulated in the Statement of Work by the Operational Start Date for the added assets and/or Optional Services. The content of

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the Transition Plan must include items as specified in 9.1.1b) Contract Initiation.

- 9.2.2 No later than sixty (60) calendar days prior to Transition Operational Start Date or as negotiated with the Technical Authority:
- a) review existing Building Management Plans and identify to the Technical Authority any changes to the Plans proposed to be implemented on the Transition Operational Start Date or thereafter;
 - b) prepare or modify the building-specific Occupational Health and Safety Plan accepted by the Technical Authority;
 - c) establish insurance coverage as outlined in Appendix J - Insurance for the duration of the Contract based on the Contractor's assessment of risks and exposures;
 - d) notify suppliers including utility suppliers to ensure proper billing and continuity; and
 - e) develop and implement an IMIT Plan and strategy, accepted by the Technical Authority, to demonstrate technical capability to provide data deliverables as outlined in the Statement of Work.
- 9.2.3 No later than thirty (30) calendar days prior to Transition Operational Start Date, carry out activities specified in Section 9.1.4. b) through 9.1.4 s).
- 9.2.4 On Transition Operational Start Date, commence delivery of the applicable elements of this Statement of work and undertake activities identified in Section 9.1.4 c) through 9.1.4 h.
- 9.2.5 With regard to the removal of asset(s), the Technical Authority will provide the Contractor with advance notice for removal of assets. No later than thirty (30) calendar days following notification of removal of asset(s):
- a) appoint a dedicated manager to act as point of contact to Canada to coordinate transition;
 - b) establish and implement a detailed Transition Plan and framework, accepted by the Technical Authority;
 - c) report to the Technical Authority the status of Work including projects that will not be 100% complete before the Transition Completion Date;
 - d) notify their employees and subcontractors of the impending removal of asset(s) from the Contract; and
 - e) report to the Technical Authority the status of equipment maintenance, licenses, permits and certifications.
- 9.2.6 provide to the Technical Authority sixty calendar days prior to the Transition Completion Date:
- a) a detailed listing of the subcontracts in place;
 - b) full disclosure of any dispute with subcontractors and tenants;

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- c) documentation on existing warranties;
- d) documentation on outstanding quality non-conformities;
- e) documentation on contracts managed on behalf of Canada;
- f) documentation on software licenses and database agreements; and
- g) reports and other documentation managed on behalf of Canada;
- h) updated list of Government Furnished Equipment, Government Furnished Accommodation, and Government Furnished Information;
- i) updated inventory of environmentally regulated equipment which includes PCB, petroleum storage tanks and ozone depleting substances;
- j) building emergency plans;
- k) Environmental Emergency Response Plans;
- l) fire safety plans;
- m) Building Infrastructure Continuity Plans;
- n) site-specific health and safety plans;
- o) list and details of critical incidents for the last 12 months;
- p) list and soft copies of existing studies and reports;
- q) data and information collected during the term of the Contract to deliver the elements of this Statement of Work;
- r) information, lists, and reports as requested by the Technical Authority; and
- s) a complete inventory of data and electronic information in a format as prescribed by the Technical Authority. This will include a transmittal of all data and information not currently identified as reporting requirements elsewhere in this Statement of Work that are required to manage and maintain assets.

9.2.7 On the Transition Completion Date:

- a) provide a declaration that suppliers and subcontractors have been paid for the Work up to the Transition Completion Date;
- b) return Government Furnished Equipment, Government Furnished Accommodation (returned in its original condition), and Government Furnished Information; and
- c) validate and sign off on utility readings.

9.2.8 No later than sixty (60) calendar days following the Transition Completion Date, provide the Technical Authority with a financial reconciliation and necessary data to determine applicable performance fees and deliverables related to Work.

9.3 Contract Close-Out

Context

This section outlines the activities that the Contractor is required to perform prior to Contract completion.

Scope of Services

To prepare for Contract Close-out, the Contractor must:

- 9.3.1 prepare and obtain acceptance of a Contract Completion Plan, reflective of the requirements and related activities referenced in Section 9.3.2 below and in accordance with direction provided by the Technical Authority.
- 9.3.2 prepare and obtain Technical Authority acceptance of a post-operations Contract Close-out Plan as requested. The post-operations Contract Close-out Plan should identify the labour required to complete any work scheduled to occur following the Contract Completion Date.
- 9.3.3 manage the Contract Completion Period in accordance with the Contract Completion Plan and undertake work to transition inventory (including all information and data specific to the inventory being managed) to another contractor hired through a replacement contract.
- 9.3.4 support and coordinate transition activities with the Technical Authority and third parties, as required, to ensure an effective transition by:
 - a) ensuring continuity of building and tenant operations;
 - b) planning the transition to the new contract and/or contractor, as requested;
 - c) planning and coordinating all work leading up to the Contract Completion Date;
 - d) establishing and/or maintaining lines of communication with key parties, including the Technical Authority, Contracting Authority, tenants, and third parties (including the new contractor), as requested; and
 - e) providing information on Government Furnished Equipment (GFE) and, where applicable, Government Furnished Accommodation (GFA) and Government Furnished Information (GFI).

To undertake Contract Completion, the Contractor must:

- 9.3.5 at least six (6) months prior to the Contract Completion Date or as negotiated with the Technical Authority:
 - a) identify and designate a single point of contact to the Technical Authority to manage and coordinate Contract Completion;
 - b) report on the status of any projects that may not be complete before the Contract Completion Date;
 - c) notify labour resources under the Contractor's authority, employees and other resources providing services, of the upcoming Contract Completion; and

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- d) prepare and present a preliminary draft Lessons Learned Report, in accordance with direction provided by the Technical Authority, on the Contractor's experience in delivering services under the Contract, including recommendations for future, similar contracts.

9.3.6 within four (4) months prior to the Contract Completion Date or as negotiated with the Technical Authority:

- a) provide a listing of existing subcontracts, including subcontractor and supplier names and contact information, identification of equipment and services supplied, and other information to assist in transition;
- b) provide an updated Key Inventory Sheet;
- c) provide complete documentation on existing warranties;
- d) provide complete documentation on contracts managed on behalf of DFATD;
- e) provide recommendations on the potential novation of subcontracts and as required, advise designated subcontractors accordingly;
- f) provide an up-to-date documentation archive for each building, including:
 - i. O&M manuals,
 - ii. CMMS records and data,
 - iii. maintenance management records and data in other formats,
 - iv. manufacturer literature and equipment manuals, and
 - v. drawings, warranties and other building systems and equipment information, as required, for each asset;
- g) provide copies of current building Standing Operating Procedures, site-specific Occupational Health and Safety plans, Building Emergency Plans, and Infrastructure Continuity Plans;
- h) provide complete documentation on software licenses and database agreements;
- i) provide complete documentation on third-party operations items and files, agreements, leases, reports, and other relevant documentation managed on behalf of DFATD; and
- j) support the Technical Authority in transferring the information described above to DFATD.

9.3.7 within two (2) months prior to the Contract Completion Date or as negotiated with the Technical Authority:

- a) provide an updated list of GFE, GFA and GFI; and
- b) provide status of outstanding nonconformities and an accompanying action plan with details specific to their successful resolution and closure in advance of Contract Completion.

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9.3.8 within thirty (30) days prior to the Contract Completion Date or as negotiated with the Technical Authority:

- a) provide a status report on projects that will not be complete by the Contract Completion Date, including a description of outstanding work and recommendations for its completion;
- b) provide final updates to inventories and documentation provided during the Contract Completion Period;
- c) transmit Operations and Maintenance (O&M) and other information, data and records retained over the Contract Period to the Technical Authority, in a manner that will ensure they will be persistently accessible and readily available for the legislated period; and
- d) prepare and present a final Lessons Learned Report, incorporating feedback received on the preliminary draft Lessons Learned Report, for acceptance of the Technical Authority.

9.3.9 on the Contract Completion Date:

- a) provide certification that suppliers and subcontractors have been paid for work up to the completion date;
- b) return GFE, GFA and GFI to DFATD;
- c) provide records demonstrating compliance and information supplied in relation to legislative and regulatory requirements governing the delivery of services included in the Statement of Work, including but not limited to Occupational Health and Safety and Environment Management Service requirements, in a manner that ensures they are readily accessible and available for the legislated period;
- d) validate and sign off on utility readings;
- e) provide updated documentation on outstanding nonconformities as of the Contract Completion Date; expenditures and necessary data, will be submitted to the Technical Authority for review and acceptance. The financial reconciliation will be used to determine applicable fees and other payments due following Contract completion; and
- f) certify and attest to the validity of all information provided upon Contract Completion.

ANNEX 1 DFATD QUALITY MONITORING PROGRAM

1.1. Introduction

- 1.1.1. DFATD's Quality Monitoring Program, exercised through the planning and execution of detailed, multidisciplinary reviews of the Sourced Service Delivery (SSD) Contractor's Quality Management System (QMS), Standard Operating Procedures (SOPs) and enabling processes, ensures contractual requirements are met, the quality of the Contractor's products and services are acceptable, and the Contractor's self-assessed performance measurement data is accurate.
- 1.1.2. DFATD's quality monitoring fosters continual improvement and both encourages and promotes client service, as well as the identification, documentation and resolution of nonconformities.
- 1.1.3. Definitions of quality-related terms are provided in the Terminology section of this Appendix.

1.2. DFATD's Quality Monitoring Activities

- 1.2.1. The Contractor is required to participate as an observer and guide in quality monitoring activities conducted by DFATD, to facilitate awareness of site-specific issues that affect service delivery and to develop a shared understanding of established processes and observed quality nonconformities and concerns.
- 1.2.2. The DFATD Technical Authority may provide suggestions to improve the Contractor's QMS, processes or relationship with DFATD (the Technical Authority, the Mission and/or its designated occupants). The Contractor is required to record the suggestions as opportunities for improvement in their QMS.
- 1.2.3. DFATD uses a combination of Key Performance Indicators and Objectives and Key Results, as described in Annex 2 - Performance Measurement Regime (PMR), to evaluate the Contractor's performance. The PMR provides the means to monitor and measure the Contractor's performance and continual improvement, and to develop a relationship focused on achieving desired outcomes. The Contractor, through their QMS, and DFATD, through its quality monitoring activities, share performance data to measure and improve the efficiency, effectiveness and quality of service delivery.
- 1.2.4. DFATD will adopt the Contractor's processes for measuring performance, where appropriate, including the use of Contractor quality assurance and

control checklists to support DFATD quality monitoring activities. Where the Contractor does not measure specific items using checklists, the Technical Authority will validate the data independently.

1.2.5. The Technical Authority will amend Contractor performance data and applicable Key Performance Indicator evaluation if:

- a) the quality nonconformities identified as closed remain outstanding; or
- b) there is a discrepancy in the Contractor's Performance-related data and, following a root cause analysis conducted by the Contractor and Technical Authority, the discrepancy is determined to be the result of a substantial error, omission or misrepresentation on the part of the Contractor, or a significant shortcoming or defect in the Contractor's QMS, in which case the affected data will be adjusted for the affected period.

1.3. DFATD's Quality Management Terminology

1.3.1. In this Statement of Work, the following International Organization for Standardization's ISO 9000 family of standards terminology related to quality management is used.

1.3.2. A **major quality nonconformity** is the non-fulfillment of a requirement that:

- a) either could, or has adversely affected tenants / occupants with respect to their health or safety, the level of service, tenant / occupant operations, or asset integrity;
- b) contravenes established legislation, mandatory requirements or environmental, health and safety procedures, such as a legislative, regulatory, code or directive violation;
- c) is part of a recurring problem or part of an accumulation of observed quality nonconformities that collectively could indicate a systemic problem with the Contractor's QMS;
- d) indicates that one or more established processes, SOPs or elements that directly impact the quality of service delivery have not been fully implemented, followed as documented, or have been inadequately documented to ensure control of the processes;
- e) indicates that performance results have not been accurately reported;
- f) shows defects in workmanship affecting asset integrity or compromises DFATD's role in fulfilling its due diligence obligations;
- g) is initially raised as a minor quality nonconformity by the Technical Authority, is found to be incomplete within the timeframe stipulated in the accepted and/or approved action plan and is declared a major quality nonconformity by the Technical Authority;

- h) is initially raised as a minor quality nonconformity by the Technical Authority, has recurred within twelve (12) months of the resolution of the initial nonconformity and is declared a major nonconformity by the Technical Authority;
- i) shows accurate data has not been provided in a timely manner; or
- j) indicates untimely payment to subcontractors.

1.3.3. A **minor quality nonconformity** is the non-fulfilment of a requirement that:

- a) could not or does not adversely affect,
 - the health or safety of tenants / occupants;
 - the level of service;
 - tenant / occupant operations; or asset integrity
- b) does not immediately affect or impair a process or service delivery;
- c) does not contravene mandatory requirements, such as environmental or health and safety legislation, regulations, codes, standards or procedures;
- d) is not part of a recurring problem;
- e) is not part of an accumulation of observed minor quality nonconformities that collectively could indicate a systemic QMS problem or;
- f) indicates that an established process, SOP or element not having a direct impact on the quality of service delivery has not been fully implemented or has been inadequately documented to ensure control of the process.

1.3.4. An **outstanding nonconformity** is the state of an active quality nonconformity, identified by either the Contractor, the Technical Authority or a third party, when:

- a) the root cause has not been identified and corrective action to eliminate the nonconformity and/or prevent its recurrence has not been assigned to a qualified Contractor resource or subcontractor within five (5) days of the date on which the quality nonconformity was identified;
- b) appropriate action to eliminate the nonconformity and/or prevent its recurrence has not been completed by the date identified in the associated action plan; and/or
- c) the effectiveness of the action has not been verified by the Contractor within the timeframes indicated in the action plan.

1.3.5 An **on hold nonconformity**, as indicated by the Technical Authority, is the state of an active but temporarily suspended quality nonconformity that is subject to and/or awaiting resolution. Quality nonconformities placed on hold will not be considered outstanding unless the Contractor fails to address required actions within the timeframes specified in the associated action plans.

1.3.6 A **closed nonconformity** is the state of a quality nonconformity satisfying the following criteria:

- a) the quality nonconformity has been formally documented utilizing the Contractor's quality nonconformity tracking tool as part of the Contractor's continual improvement process;
- b) the Contractor has performed an analysis of the cause of the quality nonconformity;
- c) the Technical Authority or delegate has reviewed the Contractor's suggested corrective action and has accepted the proposed approach to address the cause of the quality nonconformity within the timeframe stipulated;
- d) the corrective action has been fully implemented, eliminating the cause of the quality nonconformity and preventing its recurrence; and
- e) the Technical Authority has reviewed the effectiveness of the corrective action taken for quality nonconformities and is satisfied with the results.

ANNEX 2 – PERFORMANCE MEASUREMENT REGIME

1.1. Scope

This Performance Measurement Regime (PMR) sets out the methodology for evaluating Contractor performance of the Work identified in this Statement of Work, and:

- provides perspective on DFATD's performance goals and objectives;
- defines and identifies Key Performance Indicators (KPIs), Objectives and Key Results (OKRs) and associated Metrics used to signify achievement of results;
- describes the approach to performance evaluation that is expected from the Contractor;
- identifies specific KPI calculation methods, including scoring equations, that contain the values established by DFATD for the scoring, baselines, and targets applicable to each indicator;
- supports quality monitoring activities; and
- presents DFATD's approach to governance surrounding Contractor performance.

DFATD reserves the right to add, modify and/or remove Performance Indicators during the term of the Contract upon reasonable prior notice and/or in negotiation with the Contractor.

1.2. Objective

The purpose of the PMR is to ensure that DFATD is well-positioned to meet its objectives and targeted outcomes. It also provides assurance that Contract requirements are being met with a client-focussed approach to service delivery, and that there is continual improvement in the way in which services are delivered.

As part of DFATD's due diligence, the PMR is also aimed at ensuring that contractual requirements are being met. The Contractor is responsible for generating accurate performance data and for evaluating performance. DFATD's quality monitoring activities and the Contractor's performance data provide an indication of the Contractor's success in achieving DFATD's strategic goals of *protecting our people, satisfying and enabling our clients, and preserving our assets*.

1.3. Key Definitions

Definitions of key terms used throughout this PMR are as follows:

- **Performance Scorecard:** Like a balanced scorecard, the performance scorecard is a strategic planning and management system designed to:
 - communicate what DFATD is aiming to accomplish;
 - align expectations of results between DFATD and the Contractor to ensure

- that effective activities and processes are in place; and
- measure and monitor progress towards achieving DFATD's strategic goals and objectives.
- **Key Performance Indicators (KPIs):** are a form of performance measurement aimed at evaluating the success of an ongoing process or activity to ensure that DFATD can achieve its goals. KPIs monitor and measure "business as usual".
 - Each DFATD KPI consists of the following:
 - Weighting within the Goal;
 - Metric - the set of measures that are calculated to establish the value of a KPI;
 - KPI Measurement – the methodology used for calculating the current value of the KPI;
 - Reporting Frequency – the period(s) within which the Contractor must report on the current value of the KPI; and
 - Scoring: the number of points achieved based on the current value of the KPI
- **Objectives and Key Results (OKRs):** Fundamentally, an OKR is designed to define and measure specific improvements that DFATD is aiming to achieve, or to solve a particular business challenge. These improvements or challenges would be addressed through special initiatives or activities that the Contractor may execute on behalf of DFATD. OKRs and KPIs are meant to be complementary. While the primary purpose of OKRs is to help DFATD achieve components of its strategy, they can also be used to improve the targeted outcomes that form part of and/or are measured through a KPI. An OKR consists of the same components of a KPI, however it also requires the definition of a starting value, or baseline.
- **Logic Model:** A logic model is typically a graphical illustration of the relationship between resources, activities, and their intended effects. In the context of this Contract, the logic model visually depicts relationships between DFATD's Vision and the Key Results it is aiming to achieve.

1.4. Sourcing Governance Committee

In the context of the PMR and this Contract, the Sourcing Governance Committee (SGC) is a DFATD-led governance body that provides direction, advice, and recommendations to the Technical Authority on all performance related matters. It is the forum for:

- clarifying and providing direction on DFATD goals, objectives, and key results and how they may manifest into the Performance Scorecard that is used to assess the Contractor's performance;
- developing and providing guidance on the evaluation criteria used for evidence-based or qualitative KPIs defined in the Performance or the OKR Scorecards;
- raising issues and discussing any matters related to the PMR. This includes:
 - making changes to the design, structure, and execution of the Performance Scorecard; and
 - defining and ratifying OKRs and any associated Contractor Incentive Payments (CIPs);

(The Contractor may attend Sourcing Governance Committee meetings at the invitation of the Technical Authority.)

- reviewing and providing guidance and advice on the results of Contractor-led performance evaluations and identifying and mitigating risks for a successful PMR; and
- reviewing performance reporting to achieve intended results and using performance information to drive ongoing improvements and corrective actions.

1.5. Performance Data, and Evaluation Responsibilities

The Contractor is responsible for evaluating the results of both the Performance and Objectives and Key Results (OKR) Scorecards. Performance data used to evaluate KPI results must be available to DFATD for review in a format that can be used to validate the Contractor's performance claim. This also means that the Contractor is responsible for ensuring that there are processes, systems and/or tools in place to ensure the requisite data is captured for all metrics. The evaluation and release of the performance holdback is completed after the Annual Cost Submission has been received from the Contractor for the relevant fiscal year.

DFATD uses various processes for the identification and resolution of deficiencies and for promoting continual improvement. Part of DFATD's due diligence is to ensure that contractual requirements are being met, and that the quality of the Contractor's workmanship and the accuracy of its performance data are acceptable. On-site reviews may be conducted on any service delivery item, at DFATD's discretion.

1.6. DFATD Logic Model

The following logic model shows DFATD's vision and how it relates to Strategic Goals, Objectives, and Key Results. The intent is to depict, with increasing specificity, how DFATD will achieve its vision through service delivery by the Contractor, and it forms the basis for the selection of relevant Key Performance Indicators (KPIs). By sharing this information with the Contractor, DFATD hopes to increase clarity and mutual understanding around which results are important to DFATD, and why. The Logic Model shown below forms the foundation of this PMR.

LOGIC MODEL TO SUPPORT LONDON
PERFORMANCE MANAGEMENT REGIME

Mission & Vision	To meet the evolving needs of GAC's missions abroad by designing, constructing, equipping and supporting Canada's diplomatic and consular platform abroad.											
	3. Preserve our Asset				1. Protect our People				2. Satisfy/Enable our Clients			
	Strategic Goals				Objective				Key Result Area			
	Manage the lifecycle of building(s) systems and components	Support our desired Socio-Economic outcomes	Program and execute on investments that maintain/increase the asset(s) life and function	Healthy workplace and living environment for all staff	Productive environment(s) for our staff	Safe working environment that minimizes risk to building occupants	Responsive to the changing needs of the client	Providing support to Mission operations	Responsive to the changing needs of the government of Canada's environment			
	Ensure building(s) components and systems are maintained to regulations and manufacturing standards	Maximize the lifespan of components, equipment and systems	Deliver the Program of Projects (Program of work)	Buildings are accessible and meet environmental goals of Canada	Compliance with Canadian and/or international building and labour regulations	Demonstrate that legislative requirements for safety, health and environment are being met	Respond to service requests and incidents in a timely manner	Differences between Canadian and UK regulations are understood and effectively applied	Expediently and appropriately respond to client requests	Avoid instances that disrupt the Mission operations	Flexible, adaptable and scalable services that meet the Mission's operational needs as it relates to GAC's mandate	

1.7. Performance Weighting

The Contractor's performance will be evaluated annually using the Performance Weighting Schedule, the Performance Scorecard, and the Objectives and Key Results (OKR) Scorecard. Weighting provided in the Performance Weighting Schedule is meant to supersede any weighting that is provided in the Performance Scorecard. The overall result of the Performance Scorecard and OKR Scorecard determines how much of the performance fee holdback becomes available to the Contractor. The relationship between the Performance Scorecard results and the performance fee determination are set out in the Contract Terms of Payment.

The Performance Weighting Schedule is as follows:

TIMING		WEIGHTING				
From	To	OKR 1 - Contract Initiation	OKR 2 - Contract Closeout	Protect our People	Satisfy/Enable our Clients	Preserve our Assets
0	3 months	50%	-	50%	-	-
3 months	3.5 years	-	-	40%	35%	25%
3.5 years	4 Years	-	50%	20%	20%	10%

If option periods are exercised, the Technical Authority and Contractor will negotiate any adjustments to the Performance Weighting Schedule.

Key Performance Indicators (KPIs) are sensitive to two weightings.

- First, the Goal Weights which indicate the weight each goal carried in the overall score in the Performance Scorecard; and
- Second, each KPI has a KPI Weighting which defines the weight of the KPI within the Goal area.

The Technical Authority can suspend, add, or modify a KPI for a given Fiscal Year, such as when:

- a Performance Indicator is suspended, that Performance Indicator is removed from the total points available for its related Goal area; and
- a Performance Indicator is added or modified; the Performance Scorecard is adjusted with associated weighting kept consistent.

1.8. Performance Scorecard

The Performance Scorecard is evaluated annually as an aggregate throughout the year. This means metrics must be calculated both based on the reporting frequency and as an annual result. The "reporting frequency" defines how frequently KPI evaluation (current value) must be provided to the Technical Authority, whereas the annual aggregated

evaluation is used to determine the Performance Holdback Fee Available as per the Contract Terms of Payment. If an evaluation cannot be made by the Technical Authority due to the Contractor's inability or unwillingness to provide the required information within one (1) month of the reporting or evaluation date, the Contractor will be awarded a score of "Nil" for that evaluation period.

Should Optional Services be exercised by the Technical Authority, KPIs will be incorporated as part of the existing KPI Scorecard. For each Performance Indicator, the associated performance minimums, baselines, and benchmarks will be established at that time.

The Performance Scorecard is provided in Annex 2A.

1.9. Objectives and Key Results (OKR) Scorecard

Much like the Performance Scorecard, the OKR Scorecard is evaluated annually as an aggregate throughout the year based on the reporting frequency defined in the Scorecard.

OKRs are primarily used to measure level of success in achieving objectives related to initiatives, one-time processes, or challenges faced by DFATD as discussed in the Key Definitions section above and in Section 3.2.2.7: Contractor Incentive Program (CIP) of the Terms of Payment.

Most OKR's for this Contract will be established through discussion between Technical Authority and the Contractor and can be ratified through various means, such as the Annual Joint Session, or Quarterly Executive Meetings.

At the onset of this Contract, only one (1) OKR has been identified: Deliver all elements of the **Contract Initiation** within the timeframes specified Section 9.1 of the Statement of Work. This OKR is depicted in Annex 2B – Objectives and Key Results Scorecard.

Annex 2A – Performance Scorecard

Performance Scorecard													
Goal	Goal weight	#	KPI Title	KPI weight	Metric and Measurement Method	Reporting Frequency	Scoring					Results	
							5	4	3	2	1	Weighted Max Score	
1. Protect Our People	40%	1.1	Completion of mandated maintenance	50%	<ul style="list-style-type: none">Average number of scheduled mandated maintenance activities for a given month that were not completed within fifteen (15) days of their scheduled start date.Scheduled activities are determined based on the regulatory comparison prepared by the Contractor to prepare a mandated maintenance schedule.Contractor is required to log when their schedule activities are completed.	Monthly	0		1	2	>2		
		1.2	Completion of scheduled inspections as per the approved program	20%	<ul style="list-style-type: none">Percentage (%) of scheduled inspections completed as planned in the most current program approved by DFATD.Calculated as (Number of Inspections Completed/Number of Inspections planned and approved).Scheduled inspections are those required to meet the service and deliverable standards defined within the Statement of Work and Annex 7 - Contract Deliverable Requirements List (CDRL).These include but are not limited to inspections identified in CRDL sections 2.6, 3.4, 3.5, and 9.1.Delayed and deferred inspections due to factors outside of the Contractor's control will be excluded subject to agreement by the Technical Authority.	Quarterly	>=95%	85% to <95%	80% to <85%	70% to <80%	<70%		
					<ul style="list-style-type: none">Percentage of Nonconformity Action Plans completed within three (3) days of the date identified in the Action Plan.Calculated as (Number Plans completed within 3 days/Total Number of Nonconformity Action Plans developed).	Quarterly	>=95%	85% to <95%	80% to <85%	75% to <80%	<75%		
		1.3	Consistently deliver quality services	12%	<ul style="list-style-type: none">Number of Major nonconformitiesMajor nonconformity is defined in the Annex 1 - DFATD's Quality Monitoring Program.	Quarterly	0		1			>1	
				9%	<ul style="list-style-type: none">Number of nonconformities that have recurred within the previous twelve (12) months.	Quarterly	<=1	1 to <3	3 to <4	4 to <5	<=5		
		Protect Our People (Weighted Subtotal Score)											
2. Satisfy/Enable our Clients	35%	2.1	Respond to Service Requests within established standards	30%	<ul style="list-style-type: none">Percentage (%) of Service Calls that are responded to within the prescribed Response Time Standard.Calculated as (Count of Service calls responded to within Standard/Total Service Calls).Refer to the Response Time Standard for Service Calls in Section 3.3 – Service Calls of this Statement of Work	Monthly	>=95%	90% to <95%	85% to <90%	80% to <85%	<80%		
		2.2	Occupants are satisfied with services	20%	<ul style="list-style-type: none">Contractor must demonstrate that they have analyzed results and created a corresponding Action Plan.An Annual Tenant/Client Satisfaction (CSAT) survey must be completed each year in April. Assessment of client satisfaction, Contractor's Action Plan and associated results will be evaluated by DFATD's Sourcing Governance Committee on an annual basis. Contractor is assessed on their ability to produce and execute the Action Plan, deliver results on time, and follow up to ensure that root cause(s) is/are addressed.	Annual	Demonstrates very strong analysis and resolution where necessary.	Demonstrates strong analysis and resolution where necessary	Only able to demonstrate that major areas of dissatisfaction are analyzed and/or resolved	Some demonstration of analysis and resolution.	Failed to analyze correctly or resolve areas that require improvement		

3. Preserve our Asset	25%	2.3	Building is available during operational hours	30%	<ul style="list-style-type: none">Percentage (%) of Time Building is available.Calculated as ((Total Operating Hours – Downtime)/Total Operating Hours).Operating hours are 7am to 7pm (0700 to 1900 hours) weekdays, excluding weekends and statutory holidays, as identified by the Technical Authority.Downtime is defined as a period within which more than ten percent (10%) of the total number of occupants are unable to access the building due to technical and/or operational failures (mechanical, electrical, structural, etc.). Political, social and/or security factors, Acts of God or third-party activities requiring the building to be closed for extended periods of time are excluded for the purposes of this measure.	Quarterly	>=99.99%	99.58% to <99.99%	98.95% to <99.59%	98.33% to <98.95%	< 98.33%	
		2.4	Building services and support resources are available during planned events	20%	<ul style="list-style-type: none">Percentage (%) of Planned Events for which support resources/staff are available.Calculated as $\% = \frac{\text{Number of Events identified for which staff are available}}{\text{Total number of requests for staff to provide support on Mission run events}}$Planned Events are those for which the Contractor is given in excess of eighteen (18) hours' notice by email, service request, or in person, then reported by the Contractor for input into MRO. The expectation is for the Contractor to provide sufficient resources (identified in the Statement of Work, Section 5.3, as two (2) resources) to support custodial services and/or planned events in the buildings and on the grounds.	Quarterly	100%	95% to <100%	80% to <90%	70% to <85%	<70%	
		Satisfy/Enable our Clients (Weighted Max Score)										1.75
		3.1	Projects are delivered on time	10%	<ul style="list-style-type: none">Measured as "Average number of days projects are late".Calculated for each delayed project as, $\sum(\text{Number of actual days to complete project} - \text{Total planned days to complete project})/\text{Total Number of Projects Delivered}$.When the number of Total actual days to complete project is at a minimum the Number of planned days to complete project (i.e., Contractor cannot claim credits for projects completed ahead of schedule).All projects categorized as Category I, II, and III, are included in the calculation.Project Start and Project Expected Completion Time is as defined in most recent Work Authorization.Project Completion date is the date that project implementation is officially completed.Note: Project closeout does not need to occur in order for project to be considered complete, ONLY for purposes of performance evaluation. Contractor must conduct all closeout activities as required under Section 4 - Project Delivery Services of the Statement of Work.	Quarterly	<=10	10 to <15	15 to <20	20 to <25	>=25	
3.2	Projects are delivered within scope	15%	<ul style="list-style-type: none">Percentage (%) of Project Quality Checklist items delivered.Calculated as (\sumItems on Project Quality Checklist Delivered)/(\sumTotal Items on Project Quality Checklist).Refer to the Project Quality Checklist within the Statement of Work - Annex 7 - Contract Deliverable Requirements List.	Quarterly	>=95%	90% to <95%	85% to <90%	80% to <85%	<80%			
3.3	Completion of projects in accordance with the approved program budget	10%	<ul style="list-style-type: none">Percentage (%) Variance between Category I project budget and actual expenditure at year end.Calculated as absolute value (Actual expended on Cat I/Cat I Project Budget at beginning of year).	Quarterly	>=97%	95% to <97%	90% to <95%	85% to <95%	<85%			

Annex 2B - Objectives and Key Results (OKR) Scorecard

Objective and Key Result	OKR Weight	OKR Metrics Calculation Method	Incentive Method	Baseline Value	Baseline Date	Reporting Frequency	Final Evaluation Date	Scoring					Results	
								5	4	3	2	1	Score	Weighted Score
OKR #1	60%	Calculated as percentage of activities, services and deliverables successfully completed within the thirty (30) calendar days following Contract Award. <u>Deliverables include:</u> 1. Notification of dedicated Contract Initiation Manager; 2. Contract Initiation Plan; 3. Human Resources Plan; 4. Communications Plan; 5. Subcontracting Plan; 6. List of contact information for key Contractor personnel; 7. Plan for familiarization with the assets and sites, as well as for familiarization with applicable Canadian and UK legislation, policies, standards, and guidelines and DFATD policies, directives, and procedures; 8. Contingency Plan. <u>Demonstrate that the following are implemented or completed:</u> 9. Incident management and service call response; 10. Environmental management services and capabilities, including emergency response capabilities for environmental incidents; 11. Use and maintenance of Government Furnished Accommodation; 12. Performance measurement and reporting; 13. Occupational Health and Safety; 14. Subcontractor management / procurement; 15. Works Management System, including labour time reporting and cost control; 16. Operation of building systems and equipment; 17. Provision of maintenance services; 18. Manage energy and utilities; 19. Support for security services; 20. Preparation of Standard Operating Procedures; 21. Notification of new Contract to suppliers, including utility service providers. For more information on each plan, refer to the relevant section of the Statement of Work.	Performance Holdback	NA	Contract Start Date	Monthly	Contract Start Date + 1 months	>=95%	85% to <95%	80% to <85%	70% to <80%	<70%	5	3

[illegible]

ANNEX 3 - OCCUPATIONAL HEALTH AND SAFETY

1. Elements of a Health and Safety Program and a Site-Specific Health and Safety Plan

This Annex on Occupational Health and Safety outlines the elements of an Occupational Health and Safety Program, a site-specific Occupational Health and Safety Plan and summarizes the Contractor's responsibilities related to the Canada Labour Code (CLC) Part II.

2. Elements of an Occupational Health and Safety Program

2.1. Introduction

The requirement for the Contractor to develop and implement a documented Occupational Health and Safety Program is described in Section 2.6, Occupational Health and Safety. This section describes the elements of an Occupational Health and Safety Program. This list of elements is not exhaustive.

2.2. Occupational Health and Safety Policy

An Occupational Health and Safety Policy states the employer's policy on the protection and maintenance of the health and safety of its workers. The Occupational Health and Safety Policy must also account for DFATD, and tenant occupational health and safety obligations and instructions received from them. This is to ensure that the Contractor supports DFATD and tenant organizations in the assets covered under this Contract in meeting their responsibilities as employers under the Canada Labour Code.

The policy is a statement of principles and general rules that serves as a guide for action. The Contractor, as an employer, must consult with the Occupational Health and Safety Committee, an Occupational Health and Safety representative, or directly with workers when setting up their Program. The policy is written, communicated, and posted. There are human and financial resources allocated to implement the occupational health and safety program.

2.3. Identify and Control Hazards

All hazards from equipment, machinery, Work areas and Work processes must be identified and assessed. Current operations must comply with prevailing Occupational Health and Safety legislation and industry codes of practice. A Plan must be in place to control hazards, including biological or chemical substances handled, used, stored, produced, or disposed of at the place of employment or as directed by the Technical Authority and, where appropriate, monitoring of the Work environment. This is

understood to be inclusive of application of Workplace Hazardous Material Information System (WHMIS) practices.

2.4. Identify People and Resources Required to Deal with Emergencies

Procedures must be developed for dealing with emergencies, such as fires, explosions and major releases of hazardous materials, incidents of violence or natural hazards. The resources needed to respond to, and address emergencies must be identified to the Technical Authority as part of either the Site or Project-specific Occupational Health and Safety Plans.

2.5. Statement of Responsibilities

A Statement of Responsibilities refers to a written statement of the duties and responsibilities of the employer, supervisors and workers regarding occupational health and safety. A system of accountability ensures these responsibilities are carried out.

2.6. Inspection Policy and Procedure

An inspection policy and procedure which provides for regular inspections of premises, equipment, work methods and work practices, at appropriate intervals, and ensures that prompt action is undertaken to correct any hazardous conditions found.

2.7. Training Plan for Workers and Supervisors

- 2.7.1. A training plan for workers and supervisors which describes safe work practices and procedures, and which also includes steps employees should follow to reduce risk of injury and loss in case of emergency from a natural or other disaster.
- 2.7.2. A training plan links the Occupational Health and Safety Policy with specific job practices and is intended to raise awareness and skill proficiencies to acceptable levels.
- 2.7.3. Training sessions are meant to ensure that employees understand and can apply the information provided.

2.8. Investigate Accidents, Dangerous Occurrences and Refusals to Work

This element includes procedures on how to promptly investigate accidents to deal with dangerous occurrences and refusals to work due to occupational health and safety concerns. Accidents and incidents are investigated to document events so steps can be taken to prevent recurrence.

2.9. Communications and Record Keeping Procedures

Occupational Health and Safety Program includes the maintenance of records and statistics. This must include reports from inspections and incident investigations, training

reports and Minutes or Records of Decision from Occupational Health and Safety Committee meetings. There must be a provision for making this information available to their own and other Occupational Health and Safety Committees or Occupational Health and Safety representatives, as applicable and, upon request, to an officer, the union representing workers at the workplace or, if there is no union, to workers at the workplace.

2.10. Involvement of Workers in the Program

A strategy must be developed and implemented for worker participation in Occupational Health and Safety activities, including audit inspections and investigations of accidents, dangerous occurrences, and refusals to work.

2.11. Evaluation and Monitoring of the Program

Management meetings must be held to review occupational health and safety activities and incident trends, to determine necessary courses of action and to evaluate how well the Occupational Health and Safety Program is functioning.

3. Elements of Contractor's Site-Specific Occupational Health and Safety Plan

3.1. The elements of the Contractors site-specific Occupational Health and Safety Plan includes:

- company safety policy statement;
- responsibilities of managers, supervisors, workers;
- safety orientation;
- first aid service (regular and after hours);
- occupational health and safety committee meetings;
- accident and incident investigations;
- emergency response plan;
- employer Occupational Health and Safety Program;
- security;
- fire protection;
- personal protective equipment;
- vehicle and equipment responsibilities;
- lifting and moving equipment and material;
- fuel storage;
- temporary electrical equipment;
- safe operating procedures;

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- unique job requirements or hazards: confined space entry, demolition, asbestos removal and control, utilities isolation, vermin control; and
- environmental emergency action plan.

3.2. Summary of Contractor's Responsibilities Related to the Canada Labour Code (CLC) Part II.

Pursuant to Section 2.6 of the Statement of Work, Occupational Health and Safety (OH&S), the Contractor must perform the following Work set out under the Contractor's Responsibilities in the table below and as directed by the Technical Authority. This list is not exhaustive.

Number	Code Reference	Summary of Federal Employer's Responsibilities Set Out in Canada Labour Code (CLC) Part II	Contractor's Responsibilities (to address requirements of the SOW and the Contractor's Provincial Legislative responsibilities)
General	S124	<ul style="list-style-type: none"> • Ensure Occupational Health and Safety of employees. 	<ul style="list-style-type: none"> • Assume control and exercise responsibility for the workplace. • Ensure the health and safety of all persons granted access to the workplace.
A	General	Establish, Consult with and Support Health and Safety Committees	
1	135.(1) 136	<ul style="list-style-type: none"> • Establish an OH&S committee or appoint an OH&S representative, as applicable. 	<ul style="list-style-type: none"> • Establish Contractor's OH&S Committees or appoint an OH&S representative, as applicable.
2	S125 (1) (z 05, z06)	<ul style="list-style-type: none"> • Consult with OH&S committees in planning and implementing changes which may affect OH&S 	<ul style="list-style-type: none"> • Consult with Contractor's OH&S Committee in planning and implementing changes which might affect OH&S. • Attend tenants' OH&S Committee meetings upon request; and • Consult with tenants' OH&S Committees.

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3	S125 (1) (z07), (z08), (z10), (z11), (z15), (z18), (z19)	<ul style="list-style-type: none"> • Cooperate with OH&S committees and provide them with resources. • Respond to recommendations. Provide copies of hazard reports, etc. • Meet with OH&S representatives to address OH&S matters. • Provide information requested by OH&S committees. Consult with OH&S committees on implementation and monitoring of OH&S programs. 	<ul style="list-style-type: none"> • Co-operate with Contractor's OH&S Committees and provide resources. • Respond to recommendations. • Provide copies of hazard reports, etc. • Meet with Contractor's OH&S representatives to address OH&S matters. • Provide information requested by OH&S committees. • Consult with Contractor's OH&S committees on implementation and monitoring of OH&S programs. • Meet with tenants' OH&S representatives and consult with tenant OH&S Committees upon request. • Provide information requested by the Tenants' OH&S Committees.
4	S125 (1) (z12)	<ul style="list-style-type: none"> • Ensure OH&S Committee inspects each month all or part of the workplace so that every part of the workplace is inspected at least once a year. 	<ul style="list-style-type: none"> • Ensure Contractor's OH&S Committee(s) inspects all or part of the workplace each month so that every part of the workplace is inspected at least once a year. • Provide copies of Contractor's OH&S Committees' inspection reports to DFATD. • Respond to building issues identified by Contractor's and Tenants' OH&S Committees.
B	General	Develop and Implement Policy and Occupational Health and Safety Program	
1	S125 (1) (z09)	<ul style="list-style-type: none"> • Develop OH&S Policy and programs in consultation with OH&S Committees. 	<ul style="list-style-type: none"> • Develop OH&S policy and programs in consultation with Contractor's OH&S Committees. • Comply with Tenants' OH&S policies and programs. • Provide copies of Contractor's OH&S policy, programs, and site-specific OH&S plans to DFATD and tenants, as applicable.
2	S125 (1) (z03, z04)	<ul style="list-style-type: none"> • Develop, implement, and monitor a prescribed OH&S program for prevention of hazards in the workplace, including training and consultation with OH&S committee. 	<ul style="list-style-type: none"> • Develop, implement, and monitor a prescribed OH&S program for prevention of hazards in the workplace, including training and consultation with Contractor's OH&S committees.

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3	S125 (1) (d, e, f, z17)	<ul style="list-style-type: none"> Post / make available copies of relevant OH&S documentation – Canada Labour Code Part II and Regulations, H&S policy, etc. 	<ul style="list-style-type: none"> Make Contractor's OH&S documentation available to DFATD and to tenants, as applicable.
C	General	Ensure the Workplace is Safe	
1	S125 (1) (a, b, h, i, j, n, o, p, r, u)	<ul style="list-style-type: none"> Ensure asset and all related components meet prescribed standards. Ensure employees have safe entrance, exit and occupancy of workplace, first aid & health services, potable water, and sanitary and personal facilities. 	<ul style="list-style-type: none"> Ensure asset and all related components meet prescribed standards. Ensure tenants' employees and Contractor's employees have safe entrance, exit and occupancy of workplace, potable water, and sanitary and personal facilities. Ensure Contractor's employees have first aid and health services.
2	S125 (1) (k, t)	<ul style="list-style-type: none"> Ensure machinery, equipment, vehicles, and tools are safe and meet prescribed standards. 	<ul style="list-style-type: none"> Ensure asset-related machinery, equipment and tools are safe and meet prescribed standards.
3	S125 (1) (m)	<ul style="list-style-type: none"> Ensure asset equipment and systems are used, operated, and maintained in accordance with prescribed standards – e.g., electrical, HVAC, elevators, boilers, etc. 	<ul style="list-style-type: none"> Ensure asset equipment and systems are used, operated, and maintained in accordance with prescribed standards, e.g., electrical, HVAC, elevators, boilers, etc.
4	S125 (1) (o)	<ul style="list-style-type: none"> Comply with prescribed standards for fire safety and emergency measures. 	<ul style="list-style-type: none"> Comply with prescribed standards for building fire safety and emergency measures. Cooperate with tenants on fire drills.
5	S125 (1) (v)	<ul style="list-style-type: none"> Adopt and implement prescribed safety codes and standards. 	<ul style="list-style-type: none"> Adopt and implement prescribed safety codes and standards.
6	S125 (1) (x)	<ul style="list-style-type: none"> Comply with direction of designated safety officials. 	<ul style="list-style-type: none"> Comply with direction of designated safety officials.
7	S125, S125.2	<ul style="list-style-type: none"> Identify, label, store, and control hazardous materials in accordance with prescribed standards. Provide complete MSDS sheets. Investigate employee exposures, keep records of exposures, and provide information to medical staff. 	<ul style="list-style-type: none"> Identify, label, store, and control hazardous materials in accordance with prescribed standards. Provide complete MSDS sheets. Investigate Contractor's employee exposures, keep records of exposures and provide information to medical staff.
8	S125 (1) (z16)	<ul style="list-style-type: none"> Take steps to prevent and protect against violence in the workplace. 	<ul style="list-style-type: none"> Take steps to prevent and protect against violence in the workplace.
9	S125 (1) (y)	<ul style="list-style-type: none"> Ensure people granted access to site don't endanger OH&S of employees or themselves. 	<ul style="list-style-type: none"> Ensure people granted access to the Workplace don't endanger OH&S of employees or themselves.

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10	S125 (1) z02	<ul style="list-style-type: none"> Respond to reports from employees about hazardous circumstances. 	<ul style="list-style-type: none"> Investigate and respond to reports from tenants and all other sources about hazardous circumstances.
D	General	Train Employees on Potential Hazards, Hazardous Materials and Responding to Emergencies	
1	S125 (1) (q) (s) (z14)	<ul style="list-style-type: none"> Provide employees with information, training, and supervision to ensure OH&S at work. Ensure employees know of health hazards. Ensure people other than employees know of health hazards. 	<ul style="list-style-type: none"> Provide Contractor's employees with information, training, and supervision to ensure OH&S at work. Ensure Contractor's employees know of health hazards. Ensure all people granted access to the workplace are aware of health hazards.
2	S125 (1) (z, z01)	<ul style="list-style-type: none"> Ensure supervisors, managers, members of OH&S committees and OH&S representatives are trained and informed of their duties. 	<ul style="list-style-type: none"> Ensure Contractor's and their subcontractors' supervisors and managers are members of OH&S committees and OH&S representatives are trained and informed of their duties.
E	General	Supply Protective Equipment and Ensure Employees Know How to Use It	
1	S125 (1) (l) (w)	<ul style="list-style-type: none"> Provide prescribed safety equipment and clothing to employees. Ensure all people granted access are familiar with and use prescribed safety equipment and clothing. 	<ul style="list-style-type: none"> Provide prescribed safety equipment and clothing to Contractor's employees. Ensure all people granted access to the workplace are familiar with and use prescribed safety equipment and clothing.
2	S125 (1) (z13)	<ul style="list-style-type: none"> Develop and implement a program for provision of protective equipment, clothing, etc. If required, do so in consultation with OH&S Committees. 	<ul style="list-style-type: none"> Develop and implement a program for provision of protective equipment, clothing, etc. for Contractor's employees, in consultation with the Contractor's OH&S Committees. Ensure Contractor's subcontractors develop and implement a program for provision of protective equipment, clothing, etc. for their employees.
F	General	Report Accidents, Hazardous Occurrences and Critical Injuries	

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1	S125 (1) (c)	<ul style="list-style-type: none">• Investigate and report accidents and hazardous occurrences.	<ul style="list-style-type: none">• Investigate and report Contractor's accidents and hazardous occurrences and those of their subcontractors' employees. Upon request, investigate and report accidents and hazardous occurrences relating to the public and DFATD employees, tenants and their contractors and subcontractors.
2	S125 (1) (g)	<ul style="list-style-type: none">• Maintain occupation health and safety records.	<ul style="list-style-type: none">• Maintain occupational health and safety records for Contractor's employees.

Annex 4a - LIST OF STANDARD OPERATING PROCEDURES

Statement of Work Section	Standard Operating Procedure (SOP)	Priority Ranking	Target Completion
Section 2.0 - Requirements Related to All Services			
2.1, 2.2	Contract Relationship Management, Tenant Relationship Management	3-C	Sixty (60) Days Following Operational Start Date
2.3	Quality Management	1-A	Operational Start Date
2.4	Performance Measurement Framework	2-B	Thirty (30) Days Following Operational Start Date
2.5	Subcontractor Management	2-B	Thirty (30) Days Following Operational Start Date
2.6, 2.9, 2.11	Occupational Health and Safety, Incident Management, Security Coordination	1-A	Operational Start Date
2.7	Environmental Management, and Sustainable Development	1-A	Operational Start Date
2.8	Building Heritage Stewardship	3-C	Sixty (60) Days Following Operational Start Date
2.10	Risk Management	2-B	Thirty (30) Days Following Operational Start Date
Section 3.0 - Property and Facility Management Services			
3.1, 3.6, 3.7	Building Operations, Energy and Utility Management, Materiel Management	2-B	Thirty (30) Days Following Operational Start Date
3.2	Building Performance Report	3-C	Sixty (60) Days Following Operational Start Date
3.3	Service Calls	1-A	Operational Start Date
3.4	Maintenance Management	1-A	Operational Start Date
3.5	Building Cleaning	1-A	Operational Start Date
3.8	Grounds Upkeep and Landscaping	2-B	Thirty (30) Days Following Operational Start Date
3.10, 3.11, 3.12	Building Infrastructure Continuity Plans, Building Emergency Plan, and Business Continuity Plan	2-B	Thirty (30) Days Following Operational Start Date

Statement of Work Section	Standard Operating Procedure (SOP)	Priority Ranking	Target Completion
Section 4.0 - Project Delivery Services			
4.1, 4.2	Project Delivery Methodology, Managing Projects within Cost Categories	1-A	Operational Start Date
4.3	Tenant Service Project Delivery	3-C	Sixty (60) Days Following Operational Start Date
4.4	Commissioning of Projects	3-C	Sixty (60) Days Following Operational Start Date
Section 5.0 - Core Facility Management Services			
5.1, 5.2, 5.3	Minor Reconfiguration, Internal Moves and Event Set-up Support	3-C	Sixty (60) Days Following Operational Start Date
Section 6.0 - Optional Services			
6.1	Optional Facility Management Services		When exercised, as negotiated with the Technical Authority
6.2	Optional Project Delivery Services for Category III Projects		When exercised, as negotiated with the Technical Authority
6.3	Optional Building Condition Reports		When exercised, as negotiated with the Technical Authority
Section 7.0 - Planning Budgeting and Expenditure Management			
7.1	Building Management Plans	3-C	Sixty (60) Days Following Operational Start Date
7.2	Expenditure Management	1-A	Operational Start Date
Section 8.0 - Information Management, Transfer and Reporting			
8.1	Information Management, Transfer and Reporting	2-B	Thirty (30) Days Following Operational Start Date
Section 9.0 - Contract Initiation, In-Contract Transition and Contract Completion			
9.2, 9.3	In-Contract Transition and Contract Completion	3-C	Sixty (60) Days Following Operational Start Date

ANNEX 4b) STANDARD OPERATING PROCEDURE (SOP)

STATEMENT OF WORK (SOW) TITLE: Insert Title

SOW Section No.: Insert Section

SOP TITLE: Insert Title

SOP NUMBER: Insert Number

SOP VERSION NUMBER: Insert Version Number (V. 01, 02)

	NAME	TITLE	SIGNATURE	DATE
AUTHOR				
REVIEWER				
APPROVAL AUTHORITY *				

**SOP Documentation must be approved / signed off by the Technical Authority.*

EFFECTIVE DATE:	
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READ BY			
NAME	TITLE	SIGNATURE	DATE

1. INTRODUCTION

Provide a general introduction to the SOP.

2. PURPOSE

Describe the purpose of the SOP and clearly articulate why it's required.

3. SCOPE

A statement that outlines the service areas covered by the SOP, the context within which it's been prepared and the intended audience. Include any additional information needed to ensure that the SOP is clearly understood and appropriately interpreted and applied by those performing the activities and/or tasks that are covered within the document.

4. DEFINITIONS, TERMINOLOGY, GLOSSARY

Identify and clearly define frequently used phrases, terms, acronyms, and abbreviations that could have ambiguous meaning or might not be understood by the audience targeted by the document. Include industry standard definitions of any highly technical and/or complex tasks and/or activities included in the SOP.

ANNEX 4b) STANDARD OPERATING PROCEDURE (SOP)

5. ROLES & RESPONSIBILITIES

Specify the roles and responsibilities of the individuals performing the processes, activities and/or tasks within the SOP, along with the associated training, experience, certification and/or technical skills required.

6. SPECIFIC PROCEDURE

This section is the main focus of the SOP.

Detail the procedure for the processes to be followed and/or activities and tasks to be performed. There should be sufficient detail, clearly expressed step by step, to enable an appropriately trained person to perform the work identified in the procedure without supervision.

There should also be sufficient detail to enable a skilled, experienced and/or appropriately trained person to use this document to train others to perform the activities and/or task(s) included in the SOP.

The use of flow charts, check lists, etc. is encouraged, particularly when the processes, activities and/or tasks documented in the SOP are complex in nature and/or involve skilled trades, authorities having jurisdiction or internal / external stakeholders with responsibilities related to the work being performed.

7. APPENDICIES

Include any supporting documentation that may not fit within the flow of the procedure.

8. FORMS / TEMPLATES

Provide all applicable forms, templates, checklists, etc. that may be required to plan, execute, and successfully complete the activities and/or tasks that form part of the SOP, as required.

9. REFERENCE DOCUMENTS

Insert relevant reference material as required, such as Health, Safety and Environmental Standards mandated by applicable legislation, regulations, codes and/or standards specific to the service covered by the SOP.

10. REVISION HISTORY

Revision history to be updated in real time to ensure that the most recent version of the SOP is applied to work being performed and the related oversight is appropriately calibrated and aligned, by utilizing the below chart.

SOP No.	VERSION No.	EFFECTIVE DATE	DESCRIPTION OF REVISION

ANNEX 5 - BUILDING CLASSIFICATION OF ACCOUNTS

INTRODUCTION

The Building Classification of Accounts identifies the “qualifiers” needed to meet Departmental requirements. Canada uses the term “qualifiers” to describe objects of expenditure and revenue, or expenditure and revenue accounts, in its real property management business. The breakdown of qualifiers into the subsets described in this Appendix allows Canada to monitor performance, to report on a consistent basis nationally and to compare Canada building and portfolio operating costs to industry norms. Canada uses these qualifier codes in the planning, monitoring, forecasting, and reporting of expenditures. The qualifier is used to categorize types of costs based on similar activities in both Canadian and Other Government Department facilities, whether managed internally or by contractors. Consistent and accurate application of the Building Classification of Accounts is a primary requirement of Canadian contracts.

It is understood that:

- the Building Classification of Accounts is not restricted to contracts and is not designed to be a cost or fee schedule; instead, cost and fee elements are provided in the Contract, which takes precedence over the Building Classification of Accounts;
- the list of items below is not exhaustive; qualifiers and like items are updated as required by Canada to reflect the business needs; and
- where reference is made to “in-house dedicated or allocated staff” in Appendix “E” - Building Classification of Accounts, it is to Canada’s internal staff in PWGSC-managed facilities or the Contractor’s internal staff.

1. Building Operating and Utilities Costs (Category 1)

1.1. Cleaning

This category refers to all items required for both daytime and night-time cleaning of offices, public areas, atriums, elevators, rest rooms, windows, drapes, blinds, furnishings and other building areas and components. It includes billable labour and associated travel for in-house staff, service contracts, materials and supplies, upkeep and replacement of equipment and parts and trash removal expenses.

Cleaning		
Qualifiers		Description
1A	Payroll	Total billable labour and associated travel costs for in-house dedicated and allocated cleaning staff, as well as building services officers performing cleaning-related duties.

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1B	Service Contracts	<p>Cleaning services contracted from the private sector, including interior building cleaning, window washing, and cleaning of carpets, drapes, blinds, furniture and furnishing.</p> <p>Includes: Laundry and dry-cleaning services, interior building cleaning, window cleaning, and cleaning of furnishings including drapes, blinds, furniture, and rugs. It does not include cleaning of uniforms, which is covered under qualifier 1C.</p>
1C	Supplies and Materials	<p>Ordinary cleaning supplies and materials plus upkeep or replacement of cleaning equipment and parts.</p> <p>Includes: Laundry and dry-cleaning services for uniforms, clothing and uniforms, cleaning preparations and household chemicals including toiletries, other miscellaneous products including walk-off mats and garbage bags, and cleaning equipment and replacement parts including vacuums, floor sweepers and polishers.</p>
1D	Trash Removal	<p>All trash removal, including recycling, as well as removal of chemical, hazardous, and toxic waste.</p> <p>Includes: Waste disposal including private sector and municipal services, recyclable waste removal and hazardous waste removal.</p>

2. Operating, Maintenance and Minor Repairs (Category 2)

This category includes all expenses for vertical and horizontal transportation, heating, ventilation, air conditioning, electrical, structural, roof, plumbing and other building maintenance including common areas and general upkeep. Billable labour as well as associated travel and training costs for dedicated and allocated in-house staff are included in qualifier 2A entitled Payroll and qualifier 2I entitled "Preventive Maintenance", as appropriate. Contract services, designated materials, supplies, and replacement parts required by in-house staff to operate and maintain the building are included in the specified qualifiers.

Repairs less than \$25,000 in value, other than those relating to roads, grounds, or security, are included in qualifier 2J entitled, "Minor Repairs Under \$25,000".

Operating, Maintenance and Minor Repairs		
Qualifiers		Description
2A	Payroll	<p>Total billable labour costs, as well as travel and training costs, for all in-house dedicated and allocated operating staff performing operating, maintenance, and minor repair-related duties.</p> <p>Includes: Travel costs for employees taking courses, tuition fees and courses related to the operation of the building; labour; automotive gasoline.</p>

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2B	Vertical and Horizontal Transportation	<p>Service contracts related to elevators, escalators, dumbwaiters, and special elevating devices for persons with disabilities, dock levellers, cranes and hoists, including related licences and safety inspection fees. Also includes materials, supplies and replacement parts.</p> <p>Includes: Vertical and horizontal transportation service contracts, including licenses and inspection fees, materials [for?] handling equipment and replacement parts.</p>
2C	Heating, Ventilation, Air Conditioning	<p>Service contracts related to heating, ventilation, air conditioning systems, including licences and safety inspection fees. Also includes materials, supplies and replacement parts.</p> <p>Includes: heating, ventilation, air conditioning service contracts, licences and inspection fees, chemicals, and related products such as alcohol and antifreeze, hand and power tools valued at less than \$1,000, refrigeration, air conditioning, pumps, compressors, furnaces, steam plant, drying equipment and replacement parts including filters, gaskets, hardware, and other parts.</p>
2D	Electrical	<p>Service contracts related to interior lighting, automatic doors and gates, clocks, uninterrupted power supply, lightning rods and other electrical systems including licences and safety inspection fees. Also includes materials, supplies and replacement parts.</p> <p>Includes: Electrical service contracts, licences and inspection fees, fluorescent tubes, light bulbs, starters, all electrical lighting, distribution, and control equipment including fixtures and supplies valued at less than \$1,000, hand and power tools valued at less than \$1,000.</p>
2E	Structural and Roof	<p>Service contracts related to the building structure or roof. Also includes materials, supplies and replacement parts.</p> <p>Includes: Structure or roof related service contracts, structural or roof equipment and replacement parts.</p>
2F	Plumbing	<p>Service contracts related to domestic water and sewage services, and plumbing including licences and inspection fees. Also includes materials, supplies and replacement parts.</p> <p>Includes: Scientific services and plumbing service contracts including licences and inspection fees, plumbing equipment and fittings, hand and power tools valued at less than \$1,000. It excludes water testing which is covered under qualifier 2K.</p>
2G	Fire and Life Safety	<p>Service contracts related to fire alarms, emergency generators, voice communication systems, smoke detectors, monitoring of carbon monoxide, sprinkler supervisory and water flow alarms, dry chemical systems, testing or replacement of fire hoses and fire extinguishers, sprinkler suppliers and other related fire and life safety equipment including licences and inspection fees. Also includes materials, supplies and replacement parts. It does not include service contracts related to security systems, which are covered under qualifier 4E.</p> <p>Includes: Fire protection, life support, alarm service contracts, first aid supplies, miscellaneous hardware, firefighting, rescue, safety equipment and replacement parts.</p>

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2H	Other Building Maintenance and Supplies	<p>Service contracts, materials, supplies and replacements parts not specified in the other qualifiers of Category 2.</p> <p>Includes: Transportation, moving of equipment, laundry and dry cleaning services, business services not elsewhere specified, other building maintenance service contracts, temporary help services, non-professional personal service contracts, indoor horticultural services, pest control, rental of machinery, wood and lumber, chemicals and related products including paints and glues, basic metal products including hardware, nuts and bolts, clothing and uniforms, house furnishings including carpets, rugs, curtains and bedding, bottled drinking water, other miscellaneous products, other building maintenance supplies, hand and power tools valued at less than \$1,000, petty cash purchases, materials, supplies, and signage acquired from private sector.</p>
2I	Preventive Maintenance	<p>Billable labour and related travel costs for in-house trades and technical specialists such as plumbers, electricians and technologists carrying out scheduled preventive maintenance inspections of buildings and equipment. More specifically, this includes preparation of inspection schedules and scopes; actual inspections, including the cost of minor tune-up and routine maintenance items; and the writing of reports identifying future work requirements. Any corrective work inclusive of labour and materials valued at less than \$25,000 per item, generated from preventive maintenance inspections and performed by in-house trades and technical specialists, is to be charged against qualifier 2J. If the corrective work is over \$25,000 in value, the costs are to be coded to the appropriate P qualifier.</p>
2J	Minor Repairs less than \$25,000	<p>This qualifier includes all building Operation and Maintenance minor repairs of value less than \$25,000 each, other than those relating to roads, grounds or security which are charged to qualifier 4G. These are usually unplanned repairs that do not carry an individual project number.</p>
2K	Potable Water Testing	<p>This qualifier includes the cost of scientific testing and sampling of potable water. Repairs or improvements related to potable water supply should be coded against qualifier 2J if less than \$25,000 in value or to the appropriate P qualifier if over \$25,000 in value.</p>
2L	Masonry Inspection	<p>This qualifier includes the cost related to periodic reviews of masonry, exterior cladding and building envelopes. Billable labour and related travel costs for in-house trades and technical specialists carrying out scheduled inspections of buildings. More specifically, this includes preparation of inspection schedules and scopes; actual inspections, including the cost of routine maintenance items; and the writing of reports identifying future work requirements. Any corrective work inclusive of labour and materials valued at less than \$25,000 per item, generated from Masonry Inspections. The general inventory needs on-going review of masonry condition and potential hazards. As well, any studies that are done need to be adapted to the level of risk as well as to known existing or past problems. Furthermore, we need to consistently look at all areas of the building, not just typical areas, and need to include non-typical situations such as decorative masonry. Associated costs should be charged to 2L.</p>

3. Utilities (Category 3)

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This category refers to all utilities expended to the building including electricity, natural gas, fuel oil, steam, hot water, and chilled water for the generation of light, power, heat, and cooling, as well as water for domestic and other uses. Includes energy that is sub-metered, even if income is received for it.

Utilities		
Qualifiers		Description
3A	Electricity	Includes: Electricity consumption.
3B	Natural Gas	Includes: Natural gas, propane.
3C	Fuel Oil	Includes: Light fuel oil for heating, diesel fuel.
3D	Steam and Hot Water	Includes: High temperature hot water from Central Heating and Cooling Plant, steam from Central Heating and Cooling Plant and steam purchased from third party.
3E	Chilled Water	Includes: Chilled water from Central Heating and Cooling Plant, chilled water purchased from third party.
3F	Water and Sewage	Includes: Water and water rates, sewage.

4. Roads and Grounds (Category 4)

This category refers to all expenses related to exterior maintenance not including the building structure or related remote mechanical equipment. Includes landscaping and snow removal as well as equipment, materials, supplies, and repairs valued at less than \$5,000. These services are either performed by in-house dedicated or allocated staff or contractually.

Roads and Grounds		
Qualifiers		General Description
4A	Roads and Grounds - Payroll	Total billable labour costs for in-house dedicated or allocated staff performing roads and grounds-related activities.

ANNEX 6A - DFATD INCIDENT REPORTING STANDARD

1. Purpose

To establish process requirements for consistent incident notification from the identification of an incident to its close-out. The process will ensure that pertinent facts are well documented for immediate action and future reference, and that incident notification and subsequent status updates are sent to the Technical Authority and other designated stakeholders as per the reporting timelines identified in this document.

2. Preparation Instructions

Prepare an Incident Report using the template provided in Annex 6b - Incident Reporting Template and the following instructions:

2.1. Scope of Incidents to be Reported

- 2.1.1. Report only incidents related to base building operations and grounds. The monetary value of the damage to property or equipment is not a factor in determining when an incident should be reported. The circumstances surrounding the incident will dictate its classification as either Critical or Non-Critical and will determine how it is managed and communicated.
- 2.1.2. Critical and Non-Critical Incident Definitions:
 - a) **Non-Critical Incident:** An occurrence outside of normal facility operations and maintenance routines which warrants the immediate intervention of the Contractor or other parties, and which falls outside the Critical Incident criteria.
 - b) **Critical Incident:** A building or site related incident that requires immediate notification because it causes temporary disruption to essential government services, injury to a person, damage to the environment, has the potential to attract media, Head of Mission, or Ministerial attention, and/or could give rise to the possibility of inquiries during Question Period or the media scrum that follows. Essential services refer to any service which if compromised in terms of availability, delivery and/or integrity would result in or threaten DFATD's ability to meet its mandate and/or program commitments; could result in serious financial loss, legal or contractual penalties, loss of political or public confidence; and/or could compromise the economic well-being and security of Canadians.
 - c) A Critical Incident results in one or more of the following conditions, referred to as "impact factors":
 - Loss of Productivity: a building-related incident that negatively impacts the business of government, such as an event that:

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- requires evacuation of personnel from the building regardless of the time of the event - if there is no one in the building, the event is reported as non-critical;
 - is unforeseen or unexpected, like power outages beyond the facility electrical system, loss of water supply, or fire in another structure that has an impact on air quality;
 - affects a Head of Mission's (HOM) or Deputy Head of Mission's (DHOM) office/workspace or critical operations in a Secure/High Secure Zone;
 - affects a critical client service. *Critical client service* is defined in the Government Security Policy as: a service whose compromise in terms of availability or integrity would result in a high degree of injury to the health, safety, security, or economic well-being of Canadians or to the effective functioning of the Government of Canada.
- Injury to Individuals: An injury requiring medical treatment due to a situation related to the building, like tripping on carpet or slipping on a wet floor, resulting in injuries such as broken bones, sprains, or loss of consciousness, and elevator entrapments in which persons in the elevator require immediate medical attention. If medical attention is not required, the entrapment is a Non-Critical Incident. This applies to anyone in the building, including government employees, building tenants, contractors, and their staff and/or the general public. Note that an Incident Report is not required for personal medical problems, such as heart attacks, fainting or other medical conditions, as these types of incidents are to be reported by employers.
 - Damage to Property, Critical Equipment or Asset Integrity, for example:
 - failure of a major building system or infrastructure and/or damage to the building envelope or key building equipment;
 - structural failure, such as the collapse or partial collapse of a building, hoist, temporary construction support system or excavation; or
 - fire or explosion involving boilers, chillers, or electrical power equipment, that causes property damage or threat to another property.
 - Damage to the Environment: The release or spill of hazardous waste or materials, including halocarbon releases over 100 Kg, fuel spills and/or discharge of toxic substances, including test results that do not meet all applicable legislation. Refer to Section 2.7 of the Statement of Work.

2.2. Reporting Timelines

- 2.2.1. If unsure whether an event should be classified as a critical incident or not, treat it as critical.
- 2.2.2. **For Critical Incidents**, if after an initial assessment, the service request is deemed to meet the definition of a Critical Incident, the Contractor is responsible to notify the Technical Authority, the Deputy Mission and Consular Officer (DMCO) and MRO within thirty (30) minutes of arriving on site and identifying the incident. The following information must be provided to the MRO:
 - a) start time of incident
 - b) brief description
 - c) incident impacts HOM and/or DHOM office or affects a critical service? Yes/No
 - d) incident resulted in an evacuation Yes / No, Partial or Full
 - e) incident could attract media attention Yes / No
 - f) DFATD/tenant(s) have been advised of the incident Yes / No.
- 2.2.3. If the incident has the potential to affect DFATD or tenant operations, advise them immediately after contacting MRO.
- 2.2.4. The Critical Incident Heads-up Notification will activate the notification process to inform key stakeholders within DFATD of the incident. A service request number, specific to the Critical Incident Heads-Up Notification, will be provided by MRO.
- 2.2.5. The Critical Incidents Heads-up Notification process remains constant regardless of time/day of event (i.e., if the event occurs outside of regular business hours either evenings, weekends, or statutory holidays).
- 2.2.6. Any subsequent updates to the critical incident must be sent to MRO with a copy to the Technical Authority and DMCO within the timeframes established in the critical incident communication protocols.
- 2.2.7. **For Non-critical Incidents:**
 - a) Prepare and distribute the first Incident Report within twenty-four (24) hours of the incident. The 24-hour period begins once the Contractor first becomes aware or is notified of the incident. Should an event occur outside of regular business hours (either evenings, weekends, or statutory holidays), then the reporting period commences at 7:00 AM local time on the first business day following the Contractor being made aware of the Incident.
 - b) Do not wait until all the information is known to report an Incident. The first Incident Report should be distributed as soon as possible, after immediate steps have been taken to preserve life, the environment and property, but no later than twenty-four (24) hours after becoming aware of the Incident.

- c) Update the Incident Report every five (5) business days until a date of closure is confirmed and remediation of the Incident has begun. Where an incident is expected to be open for a prolonged period, the update interval may be changed if agreed to by the Technical Authority (for audit purposes, e-mail evidence of such agreement is to be attached to Incident Report when submitting.)
- d) Distribute a final Incident Report within five (5) days of closure of the Incident.

2.2.8. For All Incidents:

- a) If the incident has the potential to affect DFATD or tenant operations, advise them immediately after contacting MRO.
- b) If the incident is reported through means other than a service request (i.e., phone call, e-mail, employee observation), the Contractor must report the situation to MRO so that a service request is generated for tracking, resolution, and trending.
- c) E-mail updates must be brief, relevant and contain the following information:
 - i. update/status
 - ii. root cause
 - iii. essential services not being delivered Yes / No
 - iv. the incident could attract media attention Yes / No
 - v. DFATD/tenant relocated or sent home Yes / No; Partial or Full

- 2.2.9. Should additional information or clarification be required, the MRO will contact the Contractor directly and the Contractor will report accordingly.

2.3. Reporting Requirements

- 2.3.1. All critical and non-critical Incident Reports are to be sent to MRO.
- 2.3.2. Accuracy of information is a key component of the Incident Report. State only the known, verifiable facts. If unsure of the specifics, report what is known at the time of reporting and follow up with accurate details as soon as possible.
- 2.3.3. Due to privacy considerations, do not include the names of individuals affected in Incident Reports.
- 2.3.4. If an Incident Report is provided as an attachment to an e-mail, include the building name, incident name, and status, for example, Canada House, Flood on Floor 1, Preliminary, or Update #1 or Final Report in the e-mail subject line. In

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the body of the email, include the information contained in the Incident Description field of the Incident Report template.

- 2.3.5. Include a unique Contractor-generated incident reference number as well as the original MRO service request number in the designated spaces on the Incident Report for identification and tracking purposes.
- 2.3.6. For specific reporting requirements related to halocarbon releases, please refer to Section 2.7 of the Statement of Work.
- 2.3.7. For specific reporting requirements related to the detection of red or orange Legionella levels, refer to applicable legislative and/or regulatory protocols for Legionella Management. While both red and orange levels will require a written Incident Report, only red levels are considered critical.

2.4. Incident Close-Out:

- 2.4.1. To close out an incident, complete the required fields in the Incident Report, clearly describing the cause of the incident and identifying the date and time it was contained.
- 2.4.2. An Incident Report can be closed if a remediation project has been initiated. Include the project number in the 'Corrective Measures' section of the final Incident Report.
- 2.4.3. An Incident Report can be closed before a nonconformity arising from the Incident is resolved.



INCIDENT REPORT

Reference #		Date of Initial Report:		
Mission Request Online (MRO) #:		Report Time:		
Contract / Portfolio		Update Date:		
Tenant:		Update/Status:		
		Final Report Date:		
Building:				
Incident Location:		Incident Category		
Region:		Sq. Meters Affected:		
Incident Start Date:		Incident End Date:		
Incident Start Time:		Incident End Time:		
Management		Contractor's Facility Manager (FM):		
DFATD Stakeholder (if applicable)		Contractor's Project Manager (PM):		
Technical Authority				
Deputy Mission Consular Officer				

This is a critical incident:

May generate a claim:

Prepared By:

Cell #:

Incident Description:

Cause:



Tenant(s) Affected (if known) including who, number and impact to operations:

Incident Timeline:

Immediate Action Taken:



Corrective Measures:

--

Current Status:

--

Cost Implications (who has financial liability?):

--

Other Details or Comments (injuries, potential liabilities, who has been contacted etc.):

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Halocarbon Releases (if the incident involves a halocarbon releases, please provide):

Name and address of system owner:	
Type and quantity of halocarbon released and where the leak occurred:	
Date of release:	
Type and description of system:	
Circumstances leading to the release, corrective action, and measures to prevent subsequent releases:	
Confirmation number provided by the Authority Having Jurisdiction (AHJ) at the time of the verbal report of the halocarbon release (if applicable):	
Note: Please attach a copy of the Contractor's halocarbon release report (to accompany the final IR)	

<p>Scope of Incidents to be reported:</p> <p>Report only incidents related to building operations and grounds. The monetary value of the damage to property or equipment is not a factor in determining when an incident should be reported. The circumstances surrounding the incident will dictate the classification of the incident as either critical or non-critical, and will determine how it is managed and communicated.</p>
<p>Non-Critical Incident Definition:</p> <p>Non-Critical Incident: An occurrence outside of the normal building operations and maintenance routines which warrants the immediate intervention of the Contractor or other parties, and which falls outside of the Critical Incident criteria.</p>
<p>Critical Incident Definition:</p> <p>Critical Incident: A building or grounds related Incident that requires immediate notification because it has caused a temporary disruption in essential government services, injury to a person, damage to the environment or has the potential to attract media or Ministerial attention and/or generate inquiries during Question Period (QP) or the media scrum that follows. Essential services refer to any service whose compromise in terms of availability, delivery and/or integrity would result in or threaten DFATD's ability to meet its mandate and program commitments, could result in serious financial loss, legal or contractual penalties, loss of political or public confidence and/or could compromise the economic well-being and security of Canadians.</p> <p>A Critical Incident results in one or more of the following conditions, referred to as "impact factors":</p> <ul style="list-style-type: none"> • <i>Loss of Productivity</i>: a building-related incident that negatively impacts the business of government, such as an event that: <ul style="list-style-type: none"> o requires evacuation of personnel from the building regardless of the time of the event – if there is no one in the building the event is reported as Non-Critical; o is unforeseen or unexpected, like power outages beyond the facility electrical system, loss of water supply, or fire in another structure that has an impact on air quality o affects a Head of Mission's (HOM) or Deputy Head of Mission's (DHOM) office/workspace or critical operations in a Secure / High Secure Zone • <i>Injury to Individuals</i>: An injury requiring medical treatment due to a situation related to the building, like tripping on carpet or slipping on a wet floor, resulting in injuries such as broken bones, sprains, or loss of consciousness, and elevator entrapments in which persons in the elevator require immediate medical attention. If medical attention is not required, the entrapment is a Non-Critical Incident. This applies to anyone in the building, including government employees, building tenants, contractors and their staff and/or the general public. Note that an Incident Report is not required for personal medical problems, such as heart attacks, fainting or other medical conditions, as these types of incidents are to be reported by employers. • <i>Damage to Property, Critical Equipment or Asset Integrity</i>, for example: <ul style="list-style-type: none"> o failure of a major building system or infrastructure and/or damage to the building envelope or key building equipment; o structural failure, such as the collapse or partial collapse of a building, hoist, temporary construction support system or excavation; or

o fire or explosion involving boilers, chillers, or electrical power equipment, that causes property damage or threat to another property.

- Damage to the Environment: The release or spill of hazardous waste or materials, including halocarbon releases over 100 Kg, fuel spills and/or discharge of toxic substances, including test results that do not meet all applicable legislation.

The first Incident Report must be prepared and submitted within 24 hours of the incident. The 24-hour period begins once the TA, DMCO, Contractor or other designated stakeholders first become aware or are notified of the incident. Should an event occur outside of regular business hours (either evenings, weekends or statutory holidays), then the reporting period commences at 7:00 AM local time on the first business day following the Incident. Incident Reports must be updated every 5 business days until a date of closure is confirmed and remediation of the incident has begun. Where an incident is expected to be open for a prolonged period, updates are to be provided at intervals agreed to by the Technical Authority.

1

Please include in the e-mail subject line: the building name, name of the incident and status, e.g.: Canada House - Trafalgar Square, Flood on Floors 1 and 2, Preliminary, or Update #1 or Final Report. Include in the body of the email the information contained in the Incident Description field of the Incident Report template.

2

All incident reports must be sent to:

3

Annex 7 - Contract Deliverables and Reporting Requirements				
SOW Section	Statement of Work Service	Deliverable	Frequency	Format
2.0	Requirements Related to All Services			
2.1	Contract Relationship			
		2.1.1 The Contractor must:		
		h) for monthly and quarterly meetings, the Contractor must prepare the meeting agenda and provide to DFATD at least five (5) business days in advance of the meeting and prepare meeting Records of Decision and provide them to DFATD within five (5) business days following the meeting. The Record of Decisions must include issues, discussion summary and action items;	Monthly/Quarterly	Contractor Generated Format
		j) attend and participate in-person (where reasonable) in annual joint session, to be held in the first quarter of each year, with representatives from DFATD and the Contractor's organization to review operations, performance, and identify opportunities for continuous improvement within the context of this Contract. DFATD will plan and facilitate the session jointly with the Contractor.	Annually, by April 30	Contractor Generated Format
2.2	Tenant Relationship			
		2.2.1 The Contractor must:		
		b) develop and implement a tenant communications program	Within four (4) weeks of Contract Award, and when updates / changes are made.	Contractor Generated Format
		b) (cont) provide regular written communications on upcoming maintenance and cleaning activities, and essential building operations, and to promote and provide information on energy conservation initiatives, environmental and health and safety priorities, among others.	As Required	Contractor Generated Format

		d) advise the Technical Authority of any new tenant requests for services not contained in the MOUs or other agreements;		Contractor Generated Format
		Develop a generic Client Satisfaction Survey (CSAT) template for review and acceptance by the Technical Authority prior to its use and then whenever any changes are made.	On or before April 2023 and when changes are made to the template	Contractor Generated Format
		Deliver an annual Client Satisfaction Survey	Annually, by April 30	Contractor Generated Format
		2.2.2 (cont) Provide CSAT survey results together with an Action Plan that responds to the results of the Survey to the Technical Authority	Annually, by June 30	Contractor Generated Format
2.3	Quality Management			
		2.3.1 The Contractor must prepare and submit a Quality Management Plan (QMP) to the Technical Authority for review and acceptance. The QMP must identify how the Contractor will meet the quality requirements set out in the Contract, including timelines and resources.	During the Contract Initiation process, and as required thereafter	Contractor Generated Format
		2.3.4 The Contractor must develop and utilize their Quality Management System to manage and report on the quality-of-service delivery, conduct performance measurement, and provide performance data for the Performance Indicators identified in Annex 2 – Performance Measurement Framework	Monthly	Contractor Generated Format

		2.3.5 The Contractor must develop, maintain, and utilize Standard Operating Procedures (SOPs), which must be prepared and submitted to the Technical Authority in accordance with the information and/or timeframes included in Annex 4 – Standard Operating Procedures. SOP's must be resubmitted to the Technical Authority for review and acceptance whenever changes are made to the format, content, or scope of an originally accepted document and/or when requested.	During the Contract Initiation Process, in accordance with Annex 4, and as required thereafter	DFATD Prescribed Format
		2.3.6 The Contractor must submit Performance Indicator data consistent with DFATD standards as directed by the Technical Authority	Monthly	Contractor Generated Format
		2.3.7 c) reporting quality nonconformities	As required, minimum monthly	Contractor Generated Format
		2.3.7 d) Identifying and reporting root cause analysis of quality issues together with proposed preventive and corrective actions to resolve them, including scheduled completion dates	As Required	Contractor Generated Format
		2.3.8 d) The Contractor must resolve quality nonconformities to the satisfaction of the Technical Authority by seeking Technical Authority review of planned corrective actions, approval of the scheduled completion dates and approval to close quality non-conformities raised by the Technical Authority.	As Required	Contractor Generated Format
		2.3.9 The Contractor must prepare and submit quality reports to the Technical Authority for review and acceptance	Monthly	Contractor Generated Format
2.4	Performance Measurement Framework			
		2.4.1 The Contractor must prepare and submit accurate performance data to the Technical Authority, analyzing and assessing performance, planned and actual activities together with justification and monthly reporting on it monthly.	Monthly	Contractor Generated Format
		2.4.3 The Contractor must provide and present a quarterly overview and update on performance and quality results at the Quarterly Executive Meeting.	Quarterly, in June, September, December and March	Contractor Generated Format

		2.4.4 The Contractor must identify and present opportunities for continuous improvement of the performance framework, including proposed adjustments to individual KPIs and/or OKRs and changes to minimum baselines to establish the performance benchmarks, objectives, and targeted results for the upcoming year. This information must be provided to the Technical Authority at the annual Joint Session.	Annually, in April	Contractor Furnished Template
2.5		Subcontractor Management		
		2.5.3 The Contractor must demonstrate that it uses a competitive subcontracting process and prequalification process reflecting good industry practices and legal obligations.	During Contract Initiation process and as required thereafter	Contractor Generated Format
		2.5.4 The Contractor must develop and utilize a comprehensive orientation program that outlines DFATD's expectations and security requirements. The orientation program must be submitted to the Technical Authority for review and acceptance during the Contract Initiation process and whenever changes are made to the program thereafter.	During the Contract Initiation process, and as required thereafter	Contractor Generated Format
		2.5.7. The Contractor must provide documentation with respect to subcontracting practices, to the Technical Authority upon request,	As required	Contractor Generated Format
		2.5.11The Contractor must establish and use a procedure that clearly stipulates the way in which subcontractor services will be procured on a non-competitive basis to respond to emergencies and urgent situations where an expedient response is critical and precludes the use of the competitive bidding processes. The procedure must be accepted by the Technical Authority before being implemented and whenever changes have been made to the procedure thereafter.	During the Contract Initiation process and as required thereafter	Contractor Generated Format
		2.5.12The Contractor must ensure that any deviation from the requirements is presented to and accepted by the Technical Authority in writing		Contractor Generated Format

2.6	Occupational Health and Safety		
	<p>2.6.1 The Contractor must prepare and submit their documented Occupational Health and Safety Program for review and acceptance by the Technical Authority, together with associated policies, procedures and work instructions incorporating all applicable legislation, regulations, policies, and guidelines governing occupational health and safety, as amended from time to time and accounting for DFATD and tenant occupational health and safety obligations and instructions received from them.</p>	During the Contract Initiation process and as required thereafter	Contractor Generated Format
	<p>2.6.12 The Contractor must prepare and implement a project-specific Health and Safety Plan for Work involving two or more contractors (including the Contractor themselves) to coordinate all activities on the worksite. The project-specific Health and Safety Plan must conform to the building-specific Occupational Health and Safety Plan and be tailored to the type of Work to be performed.</p>	As Required	Contractor Generated Format
	<p>2.6.16 The Contractor must complete accident reports, and hazardous occurrence investigation reports and provide copies to the Technical Authority.</p>	As Required	Contractor Generated Format
	<p>2.6.17 The Contractor must, in conjunction with the Technical Authority, be responsible for the publication of all Health and Safety notices for employees, staff and guests and all other necessary signage in the premises throughout the period of the Contract.</p>	As Required	Contractor Generated Format
	<p>2.6.19 The Contractor must provide to the Technical Authority, upon request, information and reports related to occupational health and safety, including but not limited to the Occupational Health and Safety program, site specific health and safety plans, project specific health and safety plans, hazard identification, health and safety training, life safety systems and equipment inspection, maintenance, testing, and nonconformities.</p>	As Required	Contractor Generated Format

		2.6.2 The Contractor must plan, provide, monitor, measure, assess, follow-up on health and safety risks, hazards, nonconformities, accidents, activities, and processes in keeping all applicable legislated health and safety acts and regulations as well as DFATD's ongoing health and safety policies and report to the Technical as requested.	As Required	Contractor Generated Format
2.7		Environmental Management		
		2.7.1 The Contractor must develop and implement an Environmental Management System integrating environmental and sustainable development into the delivery of services, including but not limited to the following:	During the Contract Initiation process and as required thereafter	Contractor Generated Template
		2.7.2 e) develop and implement a compliance monitoring and management program aligned with DFATD's Due Diligence Review process to demonstrate regulatory compliance and due diligence;	During the Contract Initiation process and as required thereafter	Contractor Generated Template
		2.7.2 g) collect, maintain, and make available annual environmental information and data as specified by the Technical Authority. This data and information must be provided in accordance with direction provided by the Technical Authority;	Annually	DFATD Prescribed Format
		2.7.3 The Contractor must identify and advise the Technical Authority of any hazardous materials on-site, ensure they are used and stored in conjunction with manufacture's compliance with Canadian Workplace Hazardous Materials Information System (WHMIS) and other relevant legislation and arrange to transfer these materials to DFATD registered storage facilities or to licensed destruction facilities when required in accordance with legislative requirements and DFATD best practices.	As Required	Contractor Generated Template
		2.7.4 The Contractor must develop and execute SDS activities identified in the annual BMP Call Letter, monitor progress, and report to the Technical Authority on performance against these plans	Quarterly, in June, September, December and March	Contractor Generated Template

		2.7.5 The Contractor must determine whether proposed activities qualify as applicable projects as defined by the CEPA by completing an IAA Checklist. If an IAA Checklist determines that an Environmental Assessment is required, to be required, the Contractor must advise the Technical Authority and conduct necessary studies and assessments;	As Required	DFATD Prescribed Format
		2.7.6 The Contractor must prepare and provide building-specific Environmental Emergency Response Plans to the Technical Authority for acceptance	During the Contract Initiation process and as required thereafter	Contractor Generated Template
2.80	Building Design, Quality and Heritage Stewardship			
		2.8.1 c) Prior to any alternations to any building, provide supporting documentation and seek approval from the Technical Authority;	As Required	Contractor Generated Template
2.9	Incident Management			
		2.9.1 prepare Incident Reports for critical and non-critical events in accordance with the Incident Reporting Standard (Annex 6a) using the Incident Report template provided in 6b) and submit to the Technical Authority.	As required, in accordance with Annex 6, Incident Reporting Standard	DFATD Prescribed Format
2.10	Risk Management			
		2.10.1 b) develop and utilize a Risk Management methodology that is aligned with the most recent version of an industry accepted risk management framework such as, ISO 31000:2018, or COSO ERM , and that is also in alignment with DFATDs Enterprise Risk Management Strategy and submit the methodology to the Technical Authority during Contract Initiation for review and acceptance and whenever changes are made thereafter;	During Contract Initiation process and as required thereafter	Contractor Generated Template
		2.10.1 e) preparing an annual Risk Profile that summarizes the state of risks as they relate to the achievement of broader program and portfolio management objectives and submitting the Risk Profile to the Technical Authority for acceptance;	Annually	Contractor Generated Template

		2.10.2The Contractor must provide operational risk management services by: a) documenting, reporting, and providing operational risk information to the Technical Authority upon request.	As Required	Contractor Generated Template
		2.10.3 a) identifying and managing project-specific risks consistent with the established project delivery methodology (e.g., PMBoK, Prince 2, etc.) being followed by the Contractor, obtaining acceptance from the Technical Authority, and recording the information on the project file;	As Required	Contractor Generated Template
		2.10.3 e) updating project risk information whenever there is a change in the risk profile and providing project risk updates to the Technical Authority upon request.	As Required	Contractor Generated Template
2.11		Security Coordination		
		2.11.1With respect to security matters, the Contractor must a) immediately report security incidents and losses to the Technical Authority and other tenant security officials, as required;	As Required	Contractor Generated Template
		2.11.1 b) report deficiencies that could affect the security of a building to the Technical Authority and DFATD;	As Required	Contractor Generated Template
3.0		Property and Facility Management Services		
3.1		Building Operations		
		3.1.2The Contractor must develop and maintain Standard Operating Procedures (SOPs) and provide to the Technical Authority for review and acceptance. The required SOPs is identified in Annex 4a – List of Standard Operating Procedures and the prescribed format is provided in Annex 4b – Standard Operating Procedures Template. The Contractor must make SOPs available to Contractor staff and subcontractors and submit any changes that are made from time to time to the Technical Authority for information and/or as otherwise requested by the Technical Authority.	In accordance with Annex 4 - Standard Operating Procedures	DFATD Prescribed Format

		3.1.2 (cont) The Contractor must make SOPs available to Contractor staff and subcontractors and submit any changes that are made from time to time to the Technical Authority for information and/or as otherwise requested by the Technical Authority.	As Required	DFATD Prescribed Format
		The Contractor manage and record Minor Repairs under \$25,000 in accordance with expenditure categories provided in Annex 5 - Building Classification of Accounts and report activities and expenditures monthly to the Technical Authority.	Monthly	DFATD Prescribed Format
3.2	Building Performance Report			
		3.2.2The Contractor must prepare formal Building Performance Reports for each asset annually and submit reports in the prescribed format to the Technical Authority for review and acceptance by June 30 of each year.	Annually, by June 30	DFATD Prescribed Format
3.3	Service Calls			
		3.3.2 The Contractor must respond to Service Calls in accordance with identified Response Time standards.	As Required	Contractor Generated Template
		3.3.3 c) follow-up with DFATD on successful resolution of service requests;	As Required	Contractor Generated Template
		3.3.3 e) provide a monthly Service Call report to the Technical Authority in a prescribed format.	Monthly	DFTAD Prescribed Format
		3.3.4 The Contractor must obtain approval from the Technical Authority through a Work Authorization in accordance with the Contract, to proceed with any reactive repairs and maintenance Minor Works valued over \$25,000.	As Required	DFATD Prescribed Format
3.4	Maintenance Management			

		3.4.3 c). establish and maintain preventive maintenance checklists that detail various inspection tasks, maintenance routines and frequencies based on legislated requirements, tenant operational requirements, manufacturers' recommendations, age, condition and history of equipment and other relevant factors and submit to the Technical Authority for review and acceptance and when changes are made thereafter.	During Contract Initiation process and as required thereafter	Contractor Generated Template
		3.4.3 f). The Contractor must obtain approval from the Technical Authority through a Work Authorization in accordance with the Contract, to proceed with any reactive repairs and maintenance Minor Works valued over \$25,000.	As required	DFATD Prescribed Format
		3.4.3 o) evaluate the preventive maintenance program annually, and update and adjust as required. Adjustments and/or updates should be submitted to the Technical Authority for acceptance in conjunction with the annual scheduling calendar identified in 3.4.4 b)	Annually, by November 30	Contractor Generated Template
		3.4.4 b) provide an annual scheduling calendar to the Technical Authority by November 30th for the upcoming calendar year:	Annually, by November 30	Contractor Generated Template
		3.4.5 With respect to maintenance mandated by legislation, the Contractor must c) make checklist modifications to meet health, safety, and environmental legislation and submit to the Technical Authority for review and acceptance;	As Required	Contractor Generated Template
3.5	Building Cleaning			
		Prior to implementation, the Contractor must provide the Technical Authority with a method statement (including risk assessment) for each periodic process and retain within the Health and Safety file.	As Required	Contractor Generated Template

		The Contractor must provide all equipment necessary to perform the Work such as extraction equipment, burnishers, scrubbers, floor machines, etc. An equipment list must be provided to the Technical Authority during Contract Initiation and updated thereafter as required.	During Contract Initiation process and as required thereafter	Contractor Generated Template
		Within one week following contract award, the Contractor must submit a cleaning schedule (i.e., a Work Plan) to the Technical Authority for review and approval.	One week after Contract award	Contractor Generated Template
		The Contractor must make allowance for one -person per building (total of two persons) for a full 40-hour work week, assigned primarily to assist DFATD with room set up and related duties for events. The duties include manual lifting tasks such as tables and chairs and accepting deliveries, among others. -The Contractor must provide a quarterly report to the Technical Authority identifying time expended by these resources-supporting Mission events.	Quarterly	Contractor Generated Template
		3.5.3 The Contractor must provide inspection and other reporting in accordance with requirements detailed in Annex 10 – Interior Building Cleaning Standard.	Monthly	Contractor Generated Format
		3.5.4The Contractor must make necessary adjustments to the level of service to reflect changes to requirements and submit to the Technical Authority for review and approval.	As required	Contractor Generated Format
3.6	Energy and Utility Management			
		3.6.1 present utility contracts for execution, where requested by the Technical Authority;	As Required	Contractor Generated Template
		3.6.2 review multi-year records of actual energy consumption, establish monthly and annual averages and trends, and provide reports to the Technical Authority as requested;	As Requested	Contractor Generated Template
3.7	Material Management			

		3.7.1 a) The Contractor must report any newly acquired capital asset purchased as a pass-through item, by the fifth (5th) business day of the month following the acquisition date in a manner directed by Technical Authority;	As Required	DFATD Prescribed Format
		3.7.1. b) provide detail required for an Asset Management Record (AMR) for each asset as directed by the Technical Authority.	As Required	DFATD Prescribed Format
3.8		Grounds Upkeep and Landscaping		
3.9		Other Building Services		
		3.1.9c) Report quarterly to the Technical Authority on signage requirements	Quarterly, as required	Contractor Generated Template
		3.9.3 d) report quarterly to the Technical Authority on pest control management.	Quarterly, as required	Contractor Generated Template
3.10		Building Infrastructure Continuity Plans		
		3.10.1a) provide complete information to Technical Authority when requested on building systems, including tombstone data such as manufacturer, model, and serial numbers, Operation and Maintenance manuals, Standing Operating Procedures, supplier contacts, equipment use, system redundancies, impact of system failure on building operations, system recovery and impact mitigation plan, and resource requirements;	As and when required.	Contractor Furnished Template
		3.10.1 d) Test the Building Infrastructure Continuity Plan annually in conjunction with DFATD personnel identified by the Technical Authority to validate and determine the level of preparedness of the building. If deficiencies are identified during testing or otherwise, the Contractor must update the Plan as necessary and provide the update to the Technical Authority for acceptance;	Annually by April 30 and as required thereafter	Contractor Furnished Template
3.11		Building Emergency Plans		

		3.11.1 Support DFATD in the implementation and regular update a Fire Safety Plan for each building, in cooperation with the local fire department, other regulatory authorities if any, and the tenants' Occupational Health and Safety Committees and representatives.	Annually, and/or as required	DFATD Prescribed Format
		3.11.1 Prepare emergency procedures to be used in the event of a fire and include sounding the fire alarm, notifying the fire department, and instructing occupants on procedures when the alarm sounds, among other necessary activities;	During Contract Initiation and as required thereafter	DFATD Prescribed Format
		3.11.1 Provide support to Technical Authority upon request, to develop procedures related to emergencies,	As required, in accordance with Annex 6, Incident Reporting Standard	Contractor Furnished Template
3.12		Business Continuity Plan		
		3.12.2 The Contractor must: a) develop, maintain, and annually update its Business Continuity Plan and provide a copy to Technical Authority upon request;	Annually, by April 30	Contractor Generated Template
		3.12.2 (cont) c) test the Business Continuity Plan annually in conjunction with DFATD personnel identified by the Technical Authority to validate and determine the level of preparedness. If deficiencies are identified during testing or otherwise, the Contractor must update the Plan as necessary and provide the update to the Technical Authority for acceptance;	As Required	Contractor Generated Template
4.0		Project Delivery Services		
4.1		Project Delivery Methodology		
		4.1.3. The Contractor must ensure that its approach to project delivery is consistent with a) The Project Management Institute's Project Management Body of Knowledge, or another industry recognized project delivery system / methodology that includes a suite of procedures and enabling processes. The project management system utilized by the Contractor must be submitted to and accepted by the Technical Authority prior to its implementation;	As part of the Contract Initiation process and when / if changes are made thereafter	Contractor Generated Template

		4.1.8 The Contractor must ensure that project cost estimates are accurate, complete, and consistently monitored and updated throughout the project delivery life cycle and must provide project-specific data (including performance data) to the Technical Authority	As Required	Contractor Generated Template
		4.1.8 The Contractor must ensure that project scheduling is accurate, complete, and consistently monitored, updated, and provided to the Technical Authority throughout the project delivery life cycle	As Required	Contractor Generated Template
		4.19 Risk assessments, risk management / mitigation plans, and risk contingency strategies must be maintained on the applicable project file and must be provided to the Technical Authority as and when requested.	As Required	Contractor Generated Template
		4.1.10 The Contractor must ensure that both individual project forecasts and PoP forecasts are accurate, complete, monitored, regularly updated, and reported to the Technical Authority on a monthly basis. The information reported to the Technical Authority must identify cash flow variances, provide the reason(s) that the variances have occurred and propose revised cash flow projections at the individual project and PoP levels. The information reported at the end of Period 6 (September 30) of each fiscal year will be one of the inputs used to assess Contractor performance.	Monthly, and by Sept 30 of each year for Period 6	DFATD Prescribed Format
		4.1.11 The Contractor must provide the Technical Authority with information and data specific to new construction, alterations, betterments and/or improvements that form part of a capital project once substantial completion of the project has been achieved. The information and data requirement will be confirmed by the Technical Authority and will be used to facilitate and support DFATD's accrual accounting and/or asset capitalization processes. The information and data must be provided with the monthly project invoicing detail report submitted to the Technical Authority.	As Required	DFATD Prescribed Format
		4.1.13 The Contractor must ensure project completion by: a) developing a generic project completion survey for the review and acceptance of the Technical Authority.	As Required	Contractor Generated Template

		4.1.13. d) tabulating and providing the results of the project completion surveys conducted to the Technical Authority, together with an analysis of the results and an action plan to respond to and successfully address any deficiencies identified within a specified timeframe. Completed project completion surveys must be maintained on the applicable project files and provided to the Technical Authority as an when requested as an input to DFATD Quality Monitoring activities;	As Required	Contractor Generated Template
		4.1.15 a) developing a generic project quality checklist and project assessment procedure to measure project quality for the review and acceptance of the Technical Authority;	As Required	Contractor Generated Template
		4.1.15. d) tabulating and providing the results of the project quality checklist and assessment to the Technical Authority, together with an analysis of results and an action plan to respond to and successfully address any deficiencies identified within a specified timeframe.	As Required	Contractor Generated Template
		4.1.15 f) provide total project costs and construction costs to the Technical Authority, as and when requested, as an input to measuring Contractor performance;	As Required	Contractor Generated Template
		4.1.15 g) manage project warranties until project close-out and revise Standard Operating Procedures when there is any substantive change in implementation procedure(s).	As required	Contractor Generated Template
4.2		Managing Projects Within Cost Categories		
		4.2. With respect to Category I projects, the Contractor must		
		a) prepare and submit a list of Category I projects (\$25,000 to \$99,999.99) supported by an individual project justification for each project, including those delivered by DFATD; and to be developed and implemented in the upcoming fiscal year for the Technical Authority's review and acceptance as part of the annual BMP exercise.	Annually, by November 30	DFATD Prescribed Format
		b) prepare and submit an updated list of Category I projects one month prior to the start of the upcoming fiscal year for the Technical Authority's review and acceptance.	Annually, by November 30	DFATD Prescribed Format

		at the beginning of the fiscal year, prepare a Work Authorization (WA) to request the Technical Authority's approval of an envelope of project funding specific to the accepted and/or approved list of Category I projects to facilitate their implementation;	Fifth (5th) Business Day of April	DFATD Prescribed Format
		Identify any changes (addition, removal, or deferral of individual projects) to the originally accepted and/or approved list of Category I projects to the Technical Authority to obtain their approval;	As Required	DFATD Prescribed Format
		As and when required or as directed by the Technical Authority, conduct risk assessments, prepare risk management / mitigation plans and/or risk contingency strategies and actively manage and report on risks for projects that are more complex / have a heightened level of risk,	As Required	Contractor Generated Template
		Provide monthly reports to the Technical Authority to identify the status of the individual projects included on the list of Category I projects.	Monthly	DFATD Prescribed Format
		Complete project quality checklists, project completion surveys and project file checklists for each Category I project, conduct assessments and/or reviews of these deliverables for a statistically valid random sample of Category I projects, and tabulate and provide the results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe;	As Required	Contractor Generated Template
		4.2. With respect to Category II projects, the Contractor must:		
		Prepare and submit a list of Category II projects (\$100,000 to \$499,999.99) to be developed and implemented in the upcoming fiscal year for the Technical Authority's review and acceptance as part of the annual BMP exercise.	Annually, by November 30	DFATD Prescribed Format
		Prepare a Statement of Requirements (SoR) for each of the Category II projects included in the BMP. The SoR should include a detailed list of the project requirements, a description of the anticipated project scope, estimated start and completion dates, and an estimate of the total project cost. The SoR must be submitted to the Technical Authority for acceptance.	Annually, by November 30	Contractor Generated Format

		prepare and submit an updated list of Category II projects one month prior to the start of the upcoming fiscal year for the Technical Authority's review and acceptance.	Annually by end of February	DFATD Prescribed Format
		at the beginning of the fiscal year, prepare Work Authorizations (WA's) for individual Category II projects to request the Technical Authority's approval of the funding necessary to facilitate their further development, formal approval, and implementation;	Annually as required, by the fifth (5th) business day of April	DFATD Prescribed Format
		conduct a risk assessment, prepare a risk management / mitigation plan and/or risk contingency strategy and actively manage and report on risks for each Category II project in accordance with Section 4.1.9 of this Statement of Work;	As Required	Contractor Generated Format
		prepare and submit a business case (BC) to the Technical Authority as and when requested to secure formal approval of the related Category II project.	As Required	DFATD Prescribed Format
		has and when requested or as directed by the Technical Authority, complete a complexity and risk assessment for any Category II projects that are more complex,	As Required	DFATD Prescribed Format
		prepare a commissioning plan and provide to the Technical Authority for acceptance. Execute the requisite commissioning activities for each Category II project.	As Required	Contractor Generated Format
		provide monthly reports to the Technical Authority to identify the status of the individual projects included on the list of Category II projects.	Monthly	DFATD Prescribed Format
		complete project quality checklists, project completion surveys and project file checklists for each Category II project, conduct assessments and/or reviews of these deliverables for each Category II project, and tabulate and provide the results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe;	As Required	Contractor Generated Format
		provide the Technical Authority with information and data specific to new construction, alterations, betterments and/or improvements that form part of Category II projects once substantial completion of the project has been achieved	As Required	DFATD Prescribed Format

		4.2.4 The Contractor must update and/or change the composition of category I and II project lists through the course of the fiscal year to consider emerging program needs, account for emergency projects or respond to other unforeseen requirements as directed by the Technical Authority.	As Required	Contractor Generated Format
4.3		Tenant Service Project Delivery		
		4.3.3 With respect to Tenant Service Project Delivery, the Contractor must report to and seek the acceptance and approval of the Technical Authority, in advance of commencing work, for any tenant requests that,	As Required	Contractor Generated Format
		completion surveys and project file checklists for each Tenant Service Project, conducting assessments and/or reviews of these deliverables, and tabulating and providing results to the Technical Authority, along with an action plan to respond to and successfully address any deficiencies identified within a specified timeframe,	As Required	Contractor Generated Format
		4.3.5 The Contractor must track and report on Tenant Service projects to the Technical Authority as and when requested.	As Required	Contractor Generated Format
4.4		Commissioning of Projects		
		4.4.1 b) preparing project-specific commissioning plans based upon the outcome of commissioning assessments and providing this information to the Technical Authority as and when requested;	As Required	Contractor Generated Format
		4.4.1 f) preparing and issuing operating manuals;	As Required	Contractor Generated Format

		4.4.1 f)evaluating performance against the design specification and transferring required data and information to the appropriate stakeholders and/or end users in accordance with direction from the Technical Authority.	As Required	Contractor Generated Format
5		Core Facility Management Services		
	5.1.1 d)	Report quarterly on volume and value of Minor Reconfiguration Work (quarterly)	Quarterly, in June, September, December and March	Contractor Generated Format
	5.2.1 d)	Report quarterly on volume and value of Internal Move Services Work carried out.	Quarterly, in June, September, December and March	Contractor Generated Format
	5.3.1 c)	Report quarterly on volume and value of Event Set-up Support Work carried out.	Quarterly, in June, September, December and March	Contractor Generated Format
6		Optional Services		
7		Planning and Expenditure Management		
7.1		Building Management Plans		
		7.1.1 The Contractor must: a) prepare and submit a comprehensive BMP for each building to the Technical Authority. The BMP must provide details on operating, maintenance, and project requirements in accordance with direction provided by the Technical Authority in the BMP Call Letter.	Annually, by November 30	DFATD Prescribed Format
7.2		Expenditure Management		
		7.2.1 c)report monthly on progress, status of expenditures, and forecasts to year-end against the established budget in accordance with DFATD's Building Classification of Accounts as outlined in the BMP;	Monthly	DFATD Prescribed Format

		prepare a forecast each year, at the end of period six (6) (September 30), of the total Operation and Maintenance (O&M) and project delivery costs expected for each building to March 31 (end of fiscal year);	Annually, by September 30	DFATD Prescribed Format
		submit ad-hoc reports to the Technical Authority upon request.	As Required	Contractor Generated Format
		7.2.3 The Contractor must provide a proposal to the Technical Authority for review describing the scope and estimate for Works valued between \$7,500 and \$24,999. prior to undertaking the Work.	As Required	Contractor Generated Format
		The Contractor shall submit a claim for payment to the Technical Authority on the 5th business day of each month, designated as invoice #/A, for payment in accordance with Terms of Payment.	Monthly, by the fifth (5th) business day	DFATD Prescribed Format
		On the first business day of April of each fiscal year, the Contractor will submit an itemized preliminary final invoice to the Technical Authority in accordance with Terms of Payment.	Annually, on the first (1st) business day of April	DFATD Prescribed Format
		On the first business day of August of each fiscal year, following acceptance of the Audited Cost Statement pursuant to the Terms of Payment, the Contractor will submit an itemized final invoice for the previous fiscal year to the Technical Authority in accordance with Terms of Payment.	Annually, on the first (1st) business day of August	DFATD Prescribed Format
		On the first business day of September of each fiscal year, the Contractor will submit the final Fee invoice to the Technical Authority in accordance with Terms of Payment.	Annually, on the first (1st) business day of September	DFATD Prescribed Format
		The Audited Cost Statement (ACS) prepared by the third-party auditor for the previous fiscal year ending March 31st must be submitted no later than June 30th of the following fiscal year to the Technical and Contracting Authorities in accordance with the Audited Cost Statement in the Terms of Payment.	Annually by June 30 for the previous year	DFATD Prescribed Format
8	Data and Information Management			
8.1	Information Management and Reporting			Contractor Generated Format

		8.1. The Contractor must provide the information, data and deliverables specified in Annex 7 – Contract Deliverables and Requirements List, or as determined and directed by the Technical Authority, ensuring that file formats and standards are consistent with the DFATD standards identified by the Technical Authority and/or articulated in this Statement of Work.		
		8.1.7 The Contractor must provide information, data and deliverables requested by the Technical and/or the Contract Authorities as and when required to manage the Contract, including custom or ad hoc reports, special reports, lists, justifications, or other types of information.	As Required	Contractor Generated Format
		8.3.1. provide information on changes, modifications and/or updates to information of this nature in an electronic format consistent with the standards identified by the Technical Authority (e.g.: Adobe pdf and/or AutoCAD 2014 or later);	As Required	Contractor Generated Format
		8.3.1. convert original drawings that are not available electronically or have been produced in a format inconsistent with the standard identified by the Technical Authority into the requisite electronic format to ensure that its readily available and accessible to the Technical Authority as and when requested.	As Required	Contractor Generated Format
		8.3.1 ensure drawings are produced in the accepted format as part of the project delivery process and, when requested, submit the information to the Technical Authority.	As Required	Contractor Generated Format
		8.3.1 submit CADD drawings, digital images and/or related data files to the Technical Authority when requested, along with the necessary transmittal forms.	As Required	Contractor Generated Format
8.2		Information Storage		
		8.3.2 ensure that as-built drawings are verified for completeness and accuracy and submitted to the Technical Authority within thirty (30) days of project close-out.	As Required	DFATD Prescribed Format
8.3		Drawing and Manual Management		
		8.3.3. update single-line diagrams, within ten (10) business days of completion of related work and ensure that they are posted in the main electrical room or in an alternate location identified by the Technical Authority.	As Required	Contractor Generated Format

		8.3.5 file drawings with other project information in accordance with a document and records management methodology accepted by the Technical Authority,		Contractor Generated Format
		8.3.5 provide copies of drawings and other project-specific information to the Technical Authority upon request, within a reasonable time frame.		Contractor Generated Format
9.0		Contract Initiation, In-Contract Transition and Contract Completion		
9.1		Contract Initiation		
		9.1. No later than thirty calendar days (30) following Contract Award or as negotiated with the Technical Authority, the Contractor must establish and implement a detailed Contract Initiation Plan accepted by the Technical Authority, for all elements of this Statement of Work ... and include a Human Resources Plan, Communication Plans, Subcontracting Plan, list of contact information for key Contractor personnel; a plan for familiarization of the assets and sites, as familiarization with applicable Canadian legislation, policies, standards, and guidelines and DFATD policies, directives, and procedures and a Contingency Plan, to cover Contract Initiation	Thirty (30) days following Contract Award, or as negotiated	Contractor Generated Format
		9.12 9.1. No later than sixty (60) calendar days following Contract Award or as negotiated with the Technical Authority, the Contractor must:		
		a) review the Building Management Plans and identify to the Technical Authority any changes to the Plans proposed to be implemented on the Contract Operational Start Date or thereafter;	Sixty (60) days following Contract Award, or as negotiated	Contractor Generated Format
		b) prepare an Occupational Health and Safety Program, accepted by the Technical Authority;	Sixty (60) days following Contract Award, or as negotiated	Contractor Generated Format

		c) develop and implement an Information Management and Information Technology (IM/IT) Plan and Strategy, accepted by the Technical Authority, to demonstrate the technical capability to provide data and information deliverables as outlined in this Statement of Work.	Sixty (60) days following Contract Award, or as negotiated	Contractor Generated Format
		d) establish insurance coverage as outlined in the Contract Terms and Conditions for the duration of the Contract based on the Contractor's assessment of risks and exposures;	Sixty (60) days following Contract Award, or as negotiated	Contractor Generated Format
		f) provide the titles of its officers proposed to be engaged in each of the levels of negotiation as described in Section 9 Dispute Resolution in this Solicitation reviewed and accepted by the Technical Authority.	Sixty (60) days following Contract Award, or as negotiated	Contractor Generated Format

		<p>9.1.3 No later than thirty (30) calendar days before the Operational Start Date or as negotiated with the Technical Authority, the Contractor must provide the Technical Authority with a description and the status of Contractor capabilities that will support the delivery of services, a preliminary gap analysis in relation to the requirements of the SOW and a plan for closing identified gaps in how the Contractor will: manage incidents and respond to service calls; provide capabilities for managing information, reporting, and keeping records; provide environmental management services and capabilities, including emergency response capabilities for environmental incidents; use and maintain Government Furnished Accommodation; measure and provide performance information; ensure Occupational Health and Safety; conduct procurement; provide capabilities for managing information, reporting and keeping records; use their Works Management System, including labour time reporting and cost control; operate building systems and equipment; provide maintenance services; provide maintenance services; manage energy and utilities support security services; provide a plan for cleaning and event support services; provide a plan for cleaning and event support services; prepare Standard Operating Procedures in accordance with Annex 4 - Standard Operating Procedures; develop and implement a tenant communications program for review and acceptance by the Technical Authority; notify suppliers including utility suppliers of the new Contract to ensure service continuity and proper billing; and support the delivery of other related services as requested by the Technical Authority.</p>	Thirty (30) day prior to Operational Start Date, or as negotiated	Contractor Generated Format
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		<p>9.1.4. No later than fifteen (15) calendar days prior to Contract Operational Start Date or as negotiated with the Technical Authority:</p> <p>a) provide information to confirm that changes required to any items presented by the Contractor in Section 9.1.3 b) are provided to the Technical Authority; b) validate and, where necessary, finalize operational procedures, including Standard Operating Procedures required before the Operational Start Date, and confirm safety, security and emergency preparedness and environmental procedures;</p> <p>c) prepare to implement Building Management Plans;</p> <p>d) update plans and procedures provided by the Technical Authority, such as Site-Specific Occupational Health and Safety Plans, Building Infrastructure Continuity Plans and Building Emergency Plans;</p> <p>e) submit a final Human Resource Plan reflecting the organization that will be in place for the first Fiscal Year of operations;</p> <p>f) confirm that required human resources under the Contractor's authority are in place, have the required security clearance, are familiar with the assets they will be providing services in as well as responsibilities related to fire safety, emergencies, and building infrastructure continuity;</p> <p>g) confirm that required subcontractors under the Contractor's authority are in place and have undertaken an Orientation Program to ensure they are familiar with the assets they will be providing services in as well as responsibilities related to fire safety, emergencies, and building infrastructure continuity;</p> <p>h) develop a door and equipment key inventory;</p> <p>i) implement the Communications Plan;</p> <p>j) submit Environmental Management System (EMS) for review and acceptance of the Technical Authority;</p> <p>k) submit Contingency Plans, including a Contractor Business Continuity Plan, for acceptance by the Technical Authority, confirming</p>	Fifteen (15) calendar days prior to Contract Operational Start Date	Contractor Generated Format
		<p>9.1. Within twelve months of Operational Start Date, the Contractor must ensure their Quality Management System is registered to the most recent International Organization for Standardization's ISO 9001:2000 and maintain the registration for the duration of the Contract.</p>	Twelve (12) months following Operational Start Date	Contractor Generated Format

9.2	In-Contract Transition		
		9.2.1 When adding assets(s) and exercising Optional Services:	
		b) prepare a detailed Transition Plan, accepted by the Technical Authority, to deliver services as stipulated in the Statement of Work by the Operational Start Date for the added assets and/or Optional Services. The content of the Transition Plan must include items as specified in 9.1.1b) Contract Initiation	Thirty (30) days following notification, or as negotiated Contractor Generated Format
		9.2.1.1 No later than thirty (30) calendar days prior to Transition Operational Start Date or as negotiated with the Technical Authority, the Contractor must:	
		a) review existing Building Management Plans and identify to the Technical Authority any changes to the Plans proposed to be implemented on the Transition Operational Start Date or thereafter; b) prepare or modify the building-specific Occupational Health and Safety Plan, accepted by the Technical Authority; c) establish insurance coverage as outlined in Appendix J - Insurance, for the duration of the Contract, based on the Contractor's assessment of risks and exposures; d) notify suppliers including utility suppliers to ensure proper billing and continuity; and e) develop and implement an IMIT Plan and strategy, accepted by the Technical Authority, to demonstrate technical capability to provide data deliverables as outlined in the Statement of Work.	Thirty (30) days prior to the planned start of service delivery, or as negotiated Contractor Generated Format
		9.2.1.3. No later than thirty calendar days prior to Transition Operational Start Date, the Contractor must carry out activities specified in Section 9.1.4. b) through 9.1.4 s).	Thirty (30) days prior to the planned start of service delivery, or as negotiated Contractor Generated Format

		9.2.1.4 On Transition Operational Start Date, the Contractor must commence delivery of the applicable elements of this Statement of work and undertake activities identified in Section 9.1.4 c) through 9.1.4 h.	On Transition Operational Start Date,	Contractor Generated Format
		9.2.2 When removing assets from the Contract		
		b) establish and implement a detailed Transition Plan and framework, accepted by the Technical Authority;	Thirty (30) days prior to asset removal date or as negotiated by the Technical Authority	Contractor Generated Format
		c) report to the Technical Authority the status of Work including projects that will not be 100% complete before the Transition Completion Date;	Thirty (30) days prior to asset removal date or as negotiated by the Technical Authority	Contractor Generated Format
		d) notify its employees and subcontractors of the impending removal of asset(s) from the Contract; and	Thirty (30) days prior to asset removal date or as negotiated by the Technical Authority	Contractor Generated Format
		e) report to the Technical Authority the status of equipment maintenance, licenses, permits and certifications.	Thirty (30) days prior to asset removal date or as negotiated by the Technical Authority	Contractor Generated Format
9.3	Contract Close Out			
		9.3.1 Prepare and obtain acceptance of a Contract Completion Plan, reflective of the requirements and related activities referenced in Section 9.3.2 below and in accordance with direction provided by the Technical Authority.	Six (6) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format

		9.3.1.2 Prepare and obtain Technical Authority acceptance of a post-operations Contract Close-out Plan as requested. The post-operations Contract Close-out Plan should identify the labour required to complete any work scheduled to occur following the Contract Completion Date	Six (6) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format
		9.3.1.3 Support and coordinate transition activities with the Technical Authority and third parties, as required, to ensure an effective transition by: providing information on Government Furnished Equipment (GFE) and, where applicable, Government Furnished Accommodation (GFA) and Government Furnished Information (GFI).	Six (6) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format
		Report on the status of any projects that may not be complete before the Contract Completion Date;	Six (6) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format
		Prepare and present a preliminary draft Lessons Learned Report, in accordance with direction provided by the Technical Authority, on the Contractor's experience in delivering services under the Contract, including recommendations for future, similar contracts.	Six (6) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format

		<p>9.3.2. Within four months prior to the Contract Completion Date or as negotiated with the Technical Authority:</p> <ul style="list-style-type: none"> a) provide a listing of existing subcontracts, including subcontractor and supplier names and contact information, identification of equipment and services supplied, and other information to assist in transition; b) provide an updated Key Inventory Sheet; c) provide complete documentation on existing warranties; d) provide complete documentation on contracts managed on behalf of DFATD; e) provide recommendations on the potential novation of subcontracts and as required, advise designated subcontractors accordingly; f) provide an up-to-date documentation archive for each building, including: <ul style="list-style-type: none"> i) O&M manuals, ii) CMMS records and data, iii) maintenance management records and data in other formats, iv) manufacturer literature and equipment manuals, and v) drawings, warranties and other building systems and equipment information, as required, for each asset; g) provide copies of current building Standing Operating Procedures, site-specific Occupational Health and Safety plans, building Emergency Plans, and Infrastructure Continuity Plans; h) provide complete documentation on software licenses and database agreements; i) provide complete documentation on third-party operations items and files, agreements, leases, reports, and other relevant documentation managed on behalf of DFATD; and j) support the Technical Authority in transferring the information described above to DFATD. 	<p>Four (4) months prior to Contract Completion Date, or as negotiated</p>	<p>Contractor Generated Format</p>
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		<p>9.3.2. 3 Within two months prior to the Contract Completion Date or as negotiated with the Technical Authority:</p> <ul style="list-style-type: none"> a provide an updated list of GFE, GFA and GFI; and b provide status of outstanding nonconformities and an accompanying action plan with details specific to their successful resolution and closure in advance of Contract Completion. 	Two (2) months prior to Contract Completion Date, or as negotiated	Contractor Generated Format
		<p>9.3.2. 4 Within 30 days prior to the Contract Completion Date or as negotiated with the Technical Authority:</p> <ul style="list-style-type: none"> a provide a status report on projects that will not be complete by the Contract Completion Date, including a description of outstanding work and recommendations for its completion; b provide final updates to inventories and documentation provided during the Contract Completion Period; c transmit Operations and Maintenance (O&M) and other information, data and records retained over the Contract Period to the Technical Authority, in a manner that will ensure they will be persistently accessible and readily available for the legislated period; and d prepare and present a final Lessons Learned Report, incorporating feedback received on the preliminary draft Lessons Learned Report, for acceptance of the Technical Authority. 	Thirty (30) days prior to Contract Completion Date, or as negotiated	Contractor Generated Format

		<p>9.3.2. On the Contract Completion Date:</p> <p>a) provide certification that suppliers and subcontractors have been paid for work up to the completion date;</p> <p>b) return GFE, GFA and GFI to DFATD;</p> <p>c) provide records demonstrating compliance and information supplied in relation to legislative and regulatory requirements governing the delivery of services included in the Statement of Work, including but not limited to Occupational Health and Safety and Environment Management Service requirements, in a manner that ensures they are readily accessible and available to DFAIT for the legislated period;</p> <p>d) validate and sign off on utility readings;</p> <p>e) provide updated documentation on outstanding nonconformities as of the Contract Completion Date;</p> <p>f) identify the date by which a complete financial reconciliation, including revenues, expenditures, and necessary data, will be submitted to the Technical and Expenditure Authority and/or Project Authority for review and acceptance. The financial reconciliation will be used to determine applicable fees and other payments due following Contract completion; and</p> <p>g) certify and attest to the validity of all information provided upon Contract Completion.</p>	Contract Completion Date	Contractor Generated Format
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Annex 8 - List of Acts, Codes, Regulations, Legislation, Policies and Directives

	Title	Description
1	National Building Code of Canada	<p><i>The National Building Code of Canada 2015 (NBC)</i>, published by NRC and developed by the Canadian Commission on Building and Fire Codes, sets out technical provisions for the design and construction of new buildings. It also applies to the alteration, change of use and demolition of existing buildings. Over 360 technical changes have been incorporated in this new edition.</p> <p>Thirty-four (34) changes to the NBC and eight (8) changes to the National Fire Code 2015 (NFC) now permit construction of six-storey buildings using combustible construction. As a result, additional protection measures have been added to address the risk of injury due to fire and structural collapse in the finished building as well as during construction. Special attention was also given to protect buildings during construction, when fire protection features are not yet in place.</p> <p>The many changes in the 2015 edition also include updates to accessibility and associated design requirements in Part 3, aligning Code requirements with the current knowledge on accessibility. Hazard values for seismic design in Part 4 and Appendix C have been updated and design exemptions withdrawn so that all buildings in Canada will now be designed for earthquake forces regardless of the level of hazard. Apparent Sound Transmission Class (ASTC) is introduced in Part 5 to assess compliance with minimum airborne sound requirements between dwelling units. There are also significant changes to Part 9, housing and small buildings, with over half impacting stairs, ramps, handrails, and guardrails. A key change in the NBC 2015 increases the run dimension of a step inside the house, a change which aims to reduce fall incidences and aligns NBC requirements with international codes.</p> <p>The NBC 2015 is divided into two Volumes and has been re-organized to consolidate relevant information. Each Part now contains the Prescriptive Requirements, followed by the related (appendix) Notes. Parts 1 to 8 are found in Volume 1 and Part 9 now forms Volume 2.</p> <p>The NBC 2015 complements the National Fire Code of Canada 2015, and both are indispensable for officials, educators and construction professionals.</p>
	Source of Information	<p>https://nrc.canada.ca/en/certifications-evaluations-standards/codes-canada/codes-canada-publications/national-building-code-canada-2015#:~:text=The%20National%20Building%20Code%20of,and%20demolition%20of%20existing%20buildings.</p>
2	National Fire Code (2015, but scheduled for update in 2021)	<p>The <i>National Fire Code of Canada 2015 (NFC)</i>, published by NRC and developed by the Canadian Commission on Building and Fire Codes, sets out the technical provisions regulating activities related to the construction, use or demolition of buildings and facilities, the condition of specific elements of buildings and facilities, and the design or construction of specific elements of facilities related to certain hazards as well as the protection measures for the current or intended use of buildings.</p> <p>There are 77 technical changes in the NFC. The most significant changes relate to the construction of six-storey buildings using combustible construction. As a result, eight additional protection</p>

	Title	Description
		<p>measures have been added to address fire hazards during construction, when fire protection features are not yet in place.</p> <p>Following mid-rise combustible construction, the second most significant change in the NFC 2015 is the introduction of the classification system used by Workplace Hazardous Materials Information System (WHMIS) to define dangerous goods. These changes reflect harmonization of the dangerous goods classification system with the Globally Harmonized System (GHS) recently adopted in Canada.</p> <p>The NFC 2015 has been re-organized to consolidate relevant information. Each Part now contains the Prescriptive Requirements, followed by the Attribution Table and related (appendix) Notes.</p> <p>The NFC 2015 complements the National Building Code of Canada 2015. Both must be considered when constructing, renovating, or maintaining buildings.</p>
	Source of Information	https://nrc.canada.ca/en/certifications-evaluations-standards/codes-canada/codes-canada-publications/national-fire-code-canada-2015
3	National Plumbing Code (2016, but scheduled for update in 2021)	<p>The National Plumbing Code of Canada 2015 (NPC), published by the NRC and developed by the Canadian Commission on Building and Fire Codes, sets out technical provisions for the design and installation of new plumbing systems and also applies to the extension, alteration, renewal, and repair of existing plumbing systems.</p> <p>Twenty-eight technical changes are incorporated in the NPC 2015, increasing design and material choices, and introducing water-use efficiency for plumbing fixtures, supply fittings and shower heads. The new water-efficiency requirements aim to reduce water usage in all buildings, regardless of water source. The Environment objective, already in the National Energy Code for Buildings and the National Building Code, was also introduced into the NPC 2015 to address “excessive use of water.”</p> <p>The NPC 2015 has been re-organized to consolidate relevant information. Each Part now contains the Prescriptive Requirements, followed by the Attribution Table and related (appendix) Notes.</p> <p>The NPC 2015 is an essential resource for anyone who designs or installs plumbing systems.</p>
	Source of information	https://nrc.canada.ca/en/certifications-evaluations-standards/codes-canada/codes-canada-publications/national-plumbing-code-canada-2015
4	National Energy Code for Buildings (2017, but scheduled for update in 2021)	<p>The National Energy Code of Canada for Buildings 2017 (NECB), published by the NRC and developed by the Canadian Commission on Building and Fire Codes in collaboration with Natural Resources Canada (NRCan), sets out technical requirements for the energy efficient design and construction of new buildings. The NRC and NRCan are publishing this interim edition of the NECB in response to proposals received that improve the overall energy performance of buildings over the 2015 edition. Modelling for these changes indicates a potential energy efficiency improvement of between 10.3 and 14.4 % over the NECB 2011.</p> <p>The 2017 edition is an important step toward Canada's goal for new buildings, as presented in the Pan-Canadian Framework, of achieving ‘Net Zero Energy Ready (NZER)’ buildings by 2030. The NECB 2017 supports this goal by reducing the overall thermal transmittance of</p>

	Title	Description
		<p>roofs, fenestration, and doors; reducing losses through thermal bridging in building assemblies; and reducing the allowable percentage of skylight area. This new edition also introduces more stringent requirements for energy recovery systems and interior and exterior lighting requirements. It requires temperature controls in individual guest rooms in hotels and motels and demand control ventilation systems in commercial kitchens. In Part 4, it clarifies the lighting trade-off path requirements and in Part 8, it makes performance compliance requirements consistent with prescriptive requirements.</p> <p>The NECB is a must-have for building designers, energy consultants and subcontractors, and construction professionals and regulatory officials.</p>
	Source of information	https://nrc.canada.ca/en/certifications-evaluations-standards/codes-canada/codes-canada-publications/national-energy-code-canada-buildings-2017#:~:text=The%20National%20Energy%20Code%20of,and%20construction%20of%20new%20buildings
5	Canada Labour Code, Part II - Occupational Health and Safety	The purpose of Part II of the Canada Labour Code, under which managers and supervisors carry out the role of the employer, is to prevent accidents, occurrences of harassment, violence, and physical and/or psychological injuries and illnesses arising out of, linked with, or occurring in the course of employment to which this Part of the Code applies. Preventive measures instituted to conform to the Code should consist first of the elimination of hazards, then the reduction of hazards, and finally, the provision of personal protective equipment, clothing, devices, or materials, all with the goal of ensuring the health and safety of employees.
	Source of information	https://laws-lois.justice.gc.ca/eng/acts/L-2/page-23.html#h-341197
6	Canada Occupational Health and Safety Regulations	The Canada Occupational Health and Safety Regulations apply to any person who is not an employee but who performs for an employer to which these Regulations apply, whose primary purpose is to enable the person to acquire knowledge or experience, and to the employer, as if that person were an employee of the employer. Every provision of these Regulations must be read accordingly.
	Source of information	https://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/page-1.html
7	Occupational Health and Safety Regulations – Safe Occupancy of the Work Place	<p>Safe Occupancy of the Workplace</p> <p>In this Part, “emergency evacuation plan” means a written plan for use in an emergency.</p>
	Source of information	https://laws-lois.justice.gc.ca/eng/regulations/sOr-86-304/page-35.html#h-895931
8	Canada Occupational Health and Safety Regulations –	The "hazard prevention program" is a workplace-specific program designed to prevent work-related injuries and diseases. These programs are prepared in response to the hazards at a particular workplace.

	Title	Description
	Hazard Prevention Program	Under these regulations, employers are required to update or create their own hazard prevention programs. These programs will take into account the size of the company or organization and the nature of its activities.
	Source of Information	https://www.canada.ca/en/employment-social-development/services/health-safety/prevention/hazard.html
	Federal Real Property and Federal Immovables Act	An Act respecting the acquisition, administration and disposition of real property and immovables by the Government of Canada.
	Source of information	https://laws-lois.justice.gc.ca/eng/acts/f-8.4/
9	Canadian Environmental Protection Act	An Act respecting pollution prevention and the protection of the environment and human health in order to contribute to sustainable development. The protection of the environment is essential to the well-being of Canadians and the primary purpose of this Act is to contribute to sustainable development through pollution prevention.
		https://laws-lois.justice.gc.ca/eng/acts/C-15.31/
10	Federal Sustainable Development Act	The purpose of this Act is to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that ensures decision-making related to sustainable development is more transparent and subject to accountability by Parliament, promotes coordinated action across the Government of Canada to advance sustainable development, and respects Canada's domestic and international obligations relating to sustainable development, all with a view to improving the quality of life of Canadians.
	Source of information	https://laws-lois.justice.gc.ca/eng/acts/F-8.6/index.html
11	Federal Sustainable Development Strategy	The Federal Sustainable Development Strategy (FSDS) sets out the Government of Canada's environmental sustainability priorities, establishes goals and targets, and identifies actions to achieve them. It outlines what will be done across government to promote clean growth, ensure healthy ecosystems and build safe, secure, and sustainable communities over a three (3) year period.
	Source of information	https://www.fsd-sfdd.ca
12	Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration	The 2014 Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, issued under subsection 208(1) of the Canadian Environmental Protection Act 1999 (CEPA), replaces the 1996 code of practice. The 2014 Code of Practice covers the design, installation and servicing of stationary and mobile refrigeration and air conditioning systems. It also covers training requirements. The 2014

	Title	Description
	and Air Conditioning Systems	Code of Practice is a complement to federal, provincial, and territorial measures with the goal of minimizing and eliminating emissions of certain halocarbons by introducing best practices in the cooling industry. Pursuant to the Federal Halocarbon Regulations, 2003, this code applies to stationary and mobile refrigeration and air conditioning systems that use halocarbons and that are owned by the Government of Canada, a board or an agency of the Government of Canada, a crown corporation, or a federal work and/or undertaking, or located on aboriginal and federal lands. In some jurisdictions, the code of practice is incorporated into regulations, resulting in some or all of the sections of the code becoming mandatory requirements. Under the Federal Halocarbon Regulations, 2003, a person who installs, services, leak tests or charges a refrigeration system or an air conditioning system or does any other work on the system that may result in the release of a halocarbon, must do so in accordance with the current code of practice.
	Source of information	https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/publications/code-practice-elimination-fluorocarbon-emissions.html
13	International Organization for Standardization ISO 9000	The ISO 9000 family of standards represents an international consensus on good quality management practices. It consists of standards and guidelines relating to quality management systems and related supporting standards.
	Source of information	http://www.iso.org/iso/iso_9000_essentials
14	International Organization for Standardization ISO 31000:2018	This ISO 31000 family of standards represents an international consensus on good risk management practices. It provides guidelines on managing risk faced by organizations and provides a common approach to managing any type of risk. It is not industry or sector specific and can be applied to any activity, including decision-making at all levels.
	Source of Information	https://www.iso.org/obp/ui/#iso:std:iso:31000:ed-2:v1:en
15	American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)	ASHRAE develops standards for its members and others professionally concerned with refrigeration processes and the design and maintenance of indoor environments. These include Thermal Environmental Conditions for Human Occupancy , and Ventilation for Acceptable Indoor Air Quality .
	Source of information	http://www.ashrae.org/standards-research—technology/standards—guidelines
16	ASHRAE Indoor Air Quality Guide	<i>Indoor Air Quality Guide includes Best Practices for Design, Construction and Commissioning</i> for architects, design engineers, contractors, commissioning agents, and all other professionals concerned with indoor air quality.

	Title	Description
	Source of information	https://www.ashrae.org/technical-resources/bookstore/indoor-air-quality-guide
17	Standards Council of Canada Guideline for Managing Indoor Air Quality Guide in Office Buildings	<p>The guideline defines acceptable indoor air quality (IAQ) and provides guidance and methods to help achieve and manage acceptable indoor air quality in office buildings, throughout the conception, design, construction, commissioning, operation, and maintenance stages. It addresses indoor air quality issues such as ventilation and air distribution, temperature, relative humidity, air filtering, comfort, and the concentration of air contaminants.</p> <p>This Guideline applies to public and private sector buildings used primarily for office functions and is intended to deal with contaminants normally found in these environments.</p>
	Source of information	https://www.scc.ca/en/standardsdb/standards/5780

Treasury Board of Canada Policies Specific to the Management of Real Property

	Title	Description
1	Treasury Board Policy on the Management of Real Property	<p>The objective of this policy is to ensure real property is managed in a sustainable and financially responsible manner, throughout its life cycle, to support the cost-effective and efficient delivery of government programs.</p> <p>This policy is valid until May 13, 2022.</p>
	Source of information	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12042
2	Treasury Board Guide to the Management of Real Property	<p>The Guide to the Management of Real Property is drawn from federal legislation, Treasury Board policies, directives and standards that apply to the administration and management of real property. While the Guide does not replace any of those authoritative documents, to which access is facilitated by links that appear throughout the text, it can be relied upon to guide decision-making and to assess performance at all stages of real property management. It can also serve as a monitoring tool, useful in determining departmental adherence to relevant legislative and policy requirements.</p> <p>The scope of the Guide ranges from the broad conceptual issues to the day-to-day operations for which the Treasury Board is authorized to act. The guidance is also reflective of good managerial practices that go beyond Treasury Board policies. The Guide should prove useful in assisting public-sector managers in their responsibilities for the management of realty assets, whether subject to Treasury Board policies or not.</p>
	Source of information	https://www.canada.ca/en/treasury-board-secretariat/services/federal-real-property-management/guide-management-real-property.html

	Title	Description
3	Directive on the Management of Projects and Programmes	The objective of this directive is that government projects and programmes are effectively planned, implemented, monitored and controlled, and closed to enable the realization of the expected benefits and results for Canadians which include governance and controls over projects and programmes that are effective; decisions are made throughout the life of the project and programme with a view to maximizing efficiency and ensuring the realization of benefits; performance measurement data are used in support of regular monitoring of project and programme health and evidence-based decision-making; and capacity for project and programme management, commensurate with organizational need, is developed and maintained.
	Source of Information	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32594&section=html
4	Treasury Board Policy on Government Security	<p>The Government of Canada depends on its personnel and assets to deliver services that ensure the health, safety, security, and economic well-being of Canadians. It must manage these resources with due diligence and take appropriate measures to safeguard them from injury.</p> <p>Threats that can cause injury to government personnel and assets, in Canada and abroad, include violence toward employees, unauthorized access, theft, fraud, vandalism, fire, natural disasters, technical failures and accidental damage. The threat of cyber-attack and malicious activity through the Internet is prevalent and can cause severe injury to electronic services and critical infrastructures. Threats to the national interest, such as transnational criminal activity, foreign intelligence activities and terrorism, continue to evolve as the result of changes in the international environment.</p> <p>The Government Security Policy prescribes the application of safeguards to reduce the risk of injury. It is designed to protect employees, preserve the confidentiality, integrity, availability, and value of assets, and assure the continued delivery of services. Since the Government of Canada relies extensively on information technology (IT) to provide its services, this policy emphasizes the need for departments to monitor their electronic operations.</p>
5	Greening Government Operations and Greening Government Strategy	<p>In Canada and abroad, the effects of climate change are evident. Greening Government Operations supports federal organizations seeking to reduce greenhouse gas (GHG) emissions from its buildings and vehicle fleets. Response to climate change requires action to:</p> <ul style="list-style-type: none"> • reduce greenhouse gas (GHG) emissions to the atmosphere • increase the resilience of assets, services, and operations by adapting to the changing climate <p>The <i>Greening Government Strategy</i> is a set of government-approved commitments for emission reductions with respect to real property, fleet and procurement that apply to all core government departments and agencies. The Greening Government Strategy is consistent with the United Nations' 2030 Agenda for Sustainable Development and the Federal Sustainable Development Strategy.</p>
	Source of information	https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html https://www.nrcan.gc.ca/nrcan/transparency/reporting-accountability/plans-performance-reports/supplementary-information-tables/greening-government-operations-ggo/15138

	Title	Description
6	Accessibility Standard for Real Property	<p>The Treasury Board <i>Policy on the Management of Real Property</i> holds Deputy Heads responsible for providing barrier-free access to, use of and exit from real property in accordance with this standard. This standard establishes minimum requirements for the accessibility of real property to meet the objectives of the policy.</p> <p>This standard is valid until May 13, 2022. The requirements in the <i>Directive on the Management of Real Property</i> and its appended <i>Standard on Barrier-Free Access to Real Property</i> take effect on May 13, 2021; however, federal departments have twelve (12) months to fully transition to the new instrument.</p>
	Source of information	https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12044
7	Federal Heritage Buildings Review Office (FHBRO)	<p>The Treasury Board Policy on <i>Management of Real Property</i> places protection of the heritage character of federal buildings on an equal footing with other considerations related to real property management and it is within this policy that departmental obligations and responsibilities are defined. The Treasury Board policy stipulates that departments must manage the buildings they administer so as to conserve their heritage character throughout their lifecycle. It also contains statements regarding the protection of the heritage character of federal buildings in the context of their acquisition, use and disposal, and actions that could affect their heritage character.</p>
	Source of information	https://www.pc.gc.ca/en/culture/beefp-fhbro
8	Federal Identity Program	<p>The Federal Identity Program (FIP) policy makes each institution responsible for managing its corporate identity within the framework of the government-wide policy and standards. Corporate identity encompasses much more than symbols and design, it is central to corporate communications and should be part of an institution's management function. This guide outlines the principles of corporate identity and relates them to a public sector institution. It is intended to clarify government policy on the management of corporate identity and to point out links providing service to the public. Furthermore, the guide describes how federal institutions can express their own visual identity within the framework of the Federal Identity Program.</p>
	Source of information	https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.html
9	Rules for Flying the National Flag of Canada	<p>The National Flag of Canada as well as the flags of the provinces and territories are symbols of honour and pride for all Canadians. The manner in which flags may be displayed in Canada is not governed by any legislation but by established practice. There are rules and guidelines on how to display the flag to honour it, based on international usage and customs the federal government has been observing for many years.</p>
	Source of information	https://www.canada.ca/en/canadian-heritage/services/flag-canada-etiquette/flying-rules.html

	Title	Description
10	Emergency Management – Public Safety Canada	<p>Public Safety Canada helps Canadians, and their communities protect themselves from emergencies and disasters related to all kinds of hazards – natural, human-induced, and technological – through national leadership in the development and implementation of policies, plans and a range of programs.</p> <p>The <i>Emergency Management Act</i> sets out the leadership role and responsibilities of the Minister of Public Safety and Emergency Preparedness, including the coordination of emergency management activities among government institutions and in cooperation with the provinces and other entities.</p> <p><i>An Emergency Management Framework for Canada</i> establishes a common approach for a range of collaborative emergency management initiatives in support of safe and resilient communities.</p> <p>The <i>Emergency Management Strategy for Canada: Toward a Resilient 2030</i> identifies federal, provincial and territorial priorities that will strengthen Canada's resilience by 2030.</p>
	Source of Information	https://www.publicsafety.gc.ca/cnt/mrgnc-mngmnt/index-en.aspx
11	Security Requirements for Contracting with the Government of Canada	Provides instructions and guidance on how to obtain security screening and comply with contract security requirements, which include security screening for government contracts and organizations, and personnel security screening, subcontracting and international contract security.
	Source of information	https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html
12	Project Management Institute	As the world's leading authority and professional association on project management, through global advocacy, networking, collaboration, research, and education, PMI prepares organizations and individuals to work smarter in an ever-changing and dynamic world. PMI is a "for-purpose" organization working in nearly every country around the world. PMI offerings include globally recognized standards, certifications, online courses, thought leadership, tools, digital publications, and communities.
	Source of information	https://www.pmi.org/

ANNEX 9 - LIST OF DFATD BUILDINGS

CORE BUILDINGS <i>(Included in Contract from Contract Start Date)</i>	ADDITIONAL BUILDINGS <i>(As Optional Services only if exercised)</i>
Canada House, 5 Trafalgar Square, <ul style="list-style-type: none"> Gross Area: 5,525.2 m2 Net Area: 2,669.5 m2 	Head of Mission Residence Flat 5-49 Grosvenor Square, London <ul style="list-style-type: none"> Gross Area: 397m² Net Area (m2): 264.7m².
Canada House, 2-4 Cockspur Street <ul style="list-style-type: none"> Gross Area: 5,346.3 m2 Net Area: 2,305.4 m2 	Staff Quarters (SQ), London <ul style="list-style-type: none"> Portfolio of 60 Crown-owned SQ properties, various locations in London

ANNEX 10

INTERIOR CLEANING STANDARD FOR THE LONDON HIGH COMMISSION

SECTION 1: GENERAL

The Contractor must provide comprehensive commercial cleaning services delivered in a safe and efficient manner throughout the High Commission. This includes all labour, supervision, material, consumables, transportation, tools and equipment within all office, representational and utility spaces, lobbies, and recreational facilities within both 5 Trafalgar Square and 2-4 Cockspur Street as detailed herein and is exempt only from those items that are specifically noted.

The Contractor is responsible for maintaining all-cleanable areas to minimize degradation, enhance asset life cycle, and ensure that high standards and image are maintained. This includes offices, meeting and conference rooms, and all other working areas, kitchens, public areas, circulation areas, toilets, recreation facilities and shower rooms, furniture, equipment, floor spaces, fixtures, fittings, and finishes. The Contractor must also monitor the provision of the services daily.

The total gross space in both buildings is 14,517 square meters with 8,517 at 2-4 Cockspur and 6,000 at 5 Trafalgar Square respectively. The cleaning of occupied areas in 2-4 Cockspur on Floors 4, part of 5, 6, 7 and part of Lower Ground are excluded from the scope of this contract at this time; however, all common areas on all floors must be cleaned in accordance with procedures detailed within this Interior Building Cleaning Standard (hereinafter referred to as the Standard).

1.1 Consistently Scheduled Services

The Contractor must assign a team of uniformed cleaners to perform commercial cleaning services on a daily basis. The Contractor must assign an on-site supervisor to lead the team and maintain liaison with the Technical Authority to report on day-to-day activities and performance.

Cleaning operations must be performed Monday to Friday between the hours of 7:00AM (0700 hours) and 7:00PM (1900 hours). There will be no regularly scheduled services on Saturdays, Sundays, and twelve (12) Embassy of Canada statutory holidays (the list of Statutory holidays for each calendar year will be provided in the Building Management Plan Call Letter and contain a mix of Canadian and British holidays). The Contractor must provide services on British holidays that are not recognized on the list, as approved by the Technical Authority.

1.2 Periodic and On-Call Services

The services specifically listed as Periodic and On-Call services must be performed by the Contractor on an "as and when requested" basis through the issuance of a Work Authorization. On-call services may be required for events, visits and/or emergency cleaning and are to be provided by uniformed cleaners allocated for this purpose.

Periodic cleaning tasks such as window and curtain/drapery cleaning will be issued and performed through the Work Authorization process. This Work should be undertaken during

regular business hours; however, some periodic and on-call cleaning tasks may be required outside of regular business hours and/or on statutory holidays.

Prior to implementation, the Contractor must provide the Technical Authority with a method statement (including risk assessment) for each periodic process and retain within the Health and Safety file.

1.3 Equipment, Materials and Supplies

The Contractor must provide all equipment necessary to perform the Work such as extraction equipment, burnishers, scrubbers, floor machines, etc. An equipment list must be provided to the Technical Authority and updated as required.

The Contractor must provide janitorial consumables including but not necessarily limited to, paper products, soaps, hygiene products, chemicals, and housekeeping supplies, etc. as detailed herein. A supplies and consumables list must be provided to the Technical Authority and updated as required. Workplace Hazardous Materials Information Sheets (WHMIS) must be provided for all products listed.

The Contractor must ensure that janitorial consumables and other products are used and stored in conjunction with manufacturer's instructions and in compliance with Canadian Workplace Hazardous Materials Information System (WHMIS) in accordance with Section 2.7.3 – Environmental Management of the Statement of Work.

1.4 Schedule of Operations

Within one week following Contract award, the Contractor must submit a cleaning schedule (i.e., a Work Plan) to the Technical Authority for review and approval. This schedule must be prepared on a year-planner type basis and include all Work identified in this Standard.

The Contractor must make allowance for one person per building (total of two persons) for up to a full forty (40) hour work week, assigned on an as required basis to assist DFATD with room setup and related duties for events. The duties include manual lifting tasks such as tables and chairs and accepting deliveries, among others. The Contractor must provide a quarterly report to the Technical Authority quantifying time expended by these resources on tasks of this nature.

1.5 Quality Standards and Inspections

The Contractor must institute a quality control and quality assurance program and provide regular quality reports to the Technical Authority.

The Contractor must develop and submit a Cleaning Inspection Checklist to the Technical Authority for approval.

The Contractor must supervise their staff and carry out regular cleaning inspections to ensure that Work is performed in accordance with requirements contained within this Standard. The Cleaning Inspection Checklist must be submitted monthly to the Technical Authority. Results will be reviewed quarterly.

The Technical Authority may also complete routine and random inspections. The Contractor must respond to significant deficiencies immediately and rectify them within a time period approved by the Technical Authority. The Contractor must maintain a Work Log.

SECTION 2: CLEANING SERVICE REQUIREMENTS

2.1 BUILDING EXTERIOR

Daily

1. Remove graffiti and posters from exterior walls, doors, and windows at street levels;
2. Provide a service for the removal of stains from building fabric caused by such events as atmospheric pollution, accidental spillage of material, and application of unauthorised artwork;
3. Clean and polish outside mail receivers, aluminum fittings, signs' ornamental metal work, metal entrance doors and push bars;
4. Clean all glass and frames in the entrance areas;
5. Sweep and clear litter and pigeon droppings in all exterior areas, light wells, moat areas, roof areas, etc.;
6. Wash exterior marble, steps, glass disabled ramp, and areas around entrance areas; up to 1.8m.
7. Clean hydraulic dock levellers and rubbish lifts;
8. Clear litter from the pavement area surrounding the building entrance, etc.;
9. Any areas protected by security screening, netting or protective cages may have the protection removed temporarily to remove debris, dirt, dust, and litter. The protection must be replaced to the original standard; and
10. Transfer waste containers from the premises to the exterior twice daily and replace after they are emptied by the City.

Monthly

1. Clean air intake and exhaust grills;
2. Remove dust, litter and hose down light wells, vent openings and service passages;
3. Wash all windows, storm sash, lay lights and glass partitions, etc.;
4. Sweep and clear all roof areas' gutters, hopper heads etc. Wash and flush all rainwater gutters and fittings with hose pipe;
5. Wash down glazed brickwork and floor areas to all moat and lightwell areas; including pigeon roosting areas;
6. Wash all exterior light fittings;
7. Acid clean and revive marble steps;
8. Wash exterior moat and all exterior light wells;
9. Wash all ornamental metalwork including railing and lamp standards, etc.;
10. Remove all flags from poles, submit for laundering and raise clean flags correctly on their respective poles, or as required.

Quarterly

1. External concrete scrub

Semi-Annually

1. Wash exterior marble, glazed walls, and columns.

2.2 INTERIOR FLOORS

Hard Floors – Vinyl Sheet and Tile, Rubber Flooring, Etc.

1. Sweep and damp mop all floors daily;
2. Remove gum and other foreign residue daily;
3. Damp mop or wipe all floors to remove spillages, as they occur;
4. Spray buff weekly;
5. Wet or dry scrub and refinish on a full basis each quarter year; and (PERIODIC)
6. Strip and refinish on a full floor once every year. (PERIODIC)

Floors – Terrazzo, Marble, Granite and Quarry Tile

1. Sweep all floors daily;
2. Remove gum and other foreign residue daily;
3. Damp mop all floors daily;
4. Wash and buff all floors monthly;
5. Machine scrub all floors monthly; (PERIODIC)
6. Apply Kleevers system to floor surface to achieve non-slip gloss finish. Reinstate finish quarterly. Allows for all preparations and cleaning; (PERIODIC)
7. Apply Kleevers finish weekly or more frequently as required to clean heavy traffic lanes across hard surfaces; and
8. Machine scrub all floors four times annually. (PERIODIC)

Floors – Hardwood, Concrete (Painted or Clear)

1. Sweep and mop all floors daily;
2. Buff floors weekly; and
3. Clean floors quarterly using an appropriate wood cleaner, apply one coat of an approved non-slip wax.

Floors Concrete (Painted or Clear)

1. Sweep all floors using a dust control method daily;
2. Remove gum and other foreign residue daily;
3. Damp mop to remove spillage daily;
4. Wash all floors weekly; and
5. Machine scrub and reseal unpainted floors annually.

Active Storage Space

1. Sweep all floors weekly;
2. Wash all floors quarterly.

Dormant Storage Space

1. Sweep and wash on request.

Carpeting and Rugs

(a) General

1. Remove spots and stains from carpeting and rugs;
2. Report to the Technical Authority any spots on carpeting or rug that cannot be removed by normal means and any damage to or lifting of carpeting;

3. Clip loose threads during vacuuming operation; and
4. Where T mats are in use, remove, vacuum carpet, clean T mat and replace.

(b) Offices

1. Vacuum all office carpets and rugs twice per week on a full floor basis or as required to accommodate spillage or debris;
2. Clean all carpets and rugs once per annum using soil extraction method or a cleaning method approved by the Technical Authority; and (PERIODIC)
3. Apply 3M Scotch guard – Carpet Protectors to all areas following cleaning exercise. (PERIODIC)

(c) Representational Areas

1. Vacuum all carpets and rugs every day on a full floor basis, or as required to accommodate spillage or debris;
2. Clean all carpets and rugs quarterly using a soil extraction system or a cleaning method to be approved by the Technical Authority; (PERIODIC)
3. Apply 3M Scotch guard Protection to all areas twice yearly; and (PERIODIC)
4. Clean all upholstered furniture and seating quarterly using soil extraction method to be approved by the Technical Authority. (PERIODIC)

(d) Public Receptions and Staircase

1. Vacuum all carpets and rugs every day on a full floor basis, or as required to accommodate spillage or debris;
2. Clean all carpets and rugs quarterly using a soil extraction system or a cleaning method to be approved by the Technical Authority; (PERIODIC)
3. Apply 3M Scotch guard protection to all areas following cleaning exercises twice yearly; and (PERIODIC)
4. Clean all upholstered furniture and seating quarterly using soil extraction system or cleaning method to be approved by the High Commission. (PERIODIC)

(e) Corridor, Staircases, Landings, Entrance Lobbies, Elevators, Etc.

1. Vacuum all carpets and rugs every day on a full basis, or as required;
2. Clean all carpets and rugs quarterly using a soil extraction system or cleaning method to be approved by the Technical Authority (PERIODIC)
3. Clean carpets and rugs in elevators twice monthly using a soil extraction system or cleaning method to be approved by the Technical Authority; and
4. Apply 3M Scotch guard protection to all areas twice yearly following cleaning exercises. (PERIODIC)

Walk-Away Mats

(a) General

1. The Contractor must supply Walk-Away Mats to all main areas. (Mat size based on three 9' x 4'6" mats.) Type and colour must be approved by the Technical Authority.
2. Vacuum mats at 0900 hrs and again at 1400 hrs daily. During inclement weather, vacuum mats more often if necessary;
3. Change mats on a weekly frequency, or as required.
4. Install, maintain, remove, clean and store mats when not in use.

2.3. MISCELLANEOUS CLEANING AND DUSTING

(a) Weekly

1. Dust open radiators, remove litter from behind and underneath;
2. Dust display cases and clean glass.

(b) Monthly

1. Clean and polish all decorative metal fittings.

(c) Quarterly

1. Dust or vacuum ledges, tops of partitions, pipes and other high areas including tops of hanging light fixtures and conduct 1.8m more above floor level
2. Clean all air intake grills, air diffusers and metal surrounds using a detergent solution or solvent; (PERIODICAL)
3. Clean trunking, tanks, pipe work and mechanical equipment as directed, in tank rooms, plant rooms, boiler rooms and mechanical equipment rooms;
4. Wash all open radiators; and
5. Clean exposed radiator and convactor covers.

(d) Semi-Annually

1. Wash exterior surfaces of exposed air ducts.

2.4. CORRIDORS, ENTRANCES AND LOBBIES

(a) General

1. Keep free of litter;
2. Clean furniture as per office furniture; and
3. Mats are to be removed or rolled up to complete floor cleaning operations.

(b) Daily

1. Clean glass and frames of doors and screens;
2. Remove gum and other foreign residue; and
3. Clean floor surfaces as per general requirements. Provide additional damp mopping of floors during inclement weather.

2.5 STAIRS AND LANDINGS

(a) Daily

1. Dust handrails, glass panels, vertical grills, skirting, stringers, and ledges.

Elevators

(a) Daily

1. Clean exterior and interior bright metalwork;
2. Dust interior of cab and remove finger marks, smudges and stains on mirrors, glass panels, doors, door frames and walls, including control panels; and
3. Scrape and vacuum clean doorsills/track groves in both the cab and on each landing.

2.6 WASHROOMS – PUBLIC AND TENANTED

(a) General

1. Patrol clean washrooms and replenish dispensers at minimum morning and midday;
2. Clear blocked toilets, sinks, urinals and drains immediately by use of a plunger;
3. Machine Scrub - Same as other specified machine scrub, except rinse with a germicidal solution on a monthly basis; (PERIODIC)
4. *Wash - Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing with a germicidal solution, and removing rinse solutions.*
5. *Strip and Refinishing - Consists of sweeping floor, stripping using either the wet or dry strip method to remove all layers of finish. Applying a minimum of one coat of a water base sealer and two coats of a self-polishing, non-slip, metal interlocked floor finish.*

(b) Daily

1. Remove gum and other foreign residue;
2. Sweep all floors;
3. Damp mop with a germicidal solution;
4. Remove all trash from strainers in base of urinals;
5. Wash both sides of toilet seats, interior and exterior of bowls, urinals and washbasins using a germicidal detergent;
6. Clean and disinfect all water taps, dispensers, door plates, the interior and the exterior of wastepaper and refuse receptacles;
7. Clean flush tanks, shelves, high ledges, mirrors, window stools and exposed piping;
8. Spot clean walls, partitions, and doors to remove finger marks, graffiti, and other marks;
9. Empty all wastepaper receptacles;
10. Empty refuse receptacles, supply and insert new plastic bags of correct size;
11. Replenish soap containers, toilet paper, linen and paper towels in dispensers supplied by the Technical Authority;
12. Pour a pail of clean water into floor drains.

(c) Weekly

1. Wash partitions, partition doors, partition tops and ceramic walls enclosed by the partitions on both sides using a germicidal detergent;
2. De-scale toilet bowls and urinals; and
3. Supply and place deodorant block in each urinal.

(d) Monthly

1. Wet or dry scrub and refinish floor;
2. Wash and disinfect wastepaper and refuse receptacles including metal containers;
3. Wash all walls and polish tiles and finishes; and
4. Clean and disinfect any showers and hoses. Provide written confirmation for the CHC Site log that shower heads have been cleaned and disinfected to L8 Guidelines.

2.7 WINDOW BLINDS AND COVERINGS – ALL TYPES

(a) General

1. Clean metal window blinds/grills, as required;
2. Wash all window blinds annually in accordance with manufacturer's instructions; (PERIODIC)
3. Dust all blinds every two (2) months; (PERIODIC)
4. Dust all blinds weekly where the nature of the Work is dusty; (PERIODIC)
5. Take down, wash, and hang blinds annually; and (PERIODIC)
6. Dust all blinds weekly where the nature of Work is dusty. (PERIODIC)

Drapes and Nets

(a) Semi-Annually

1. Vacuum drapes thoroughly;
2. Take down, wash, press and hang net curtains. (PERIODIC)

(b) Annually

1. Take down, dry clean and replace drapes, pelmets, and tie sashes. (PERIODIC)

2.8 COUNTERS/OFFICE, MEETING ROOM SURFACES

a) Daily

1. Damp wipe and polish;
2. Clean counter facings, metal wickets, glass, and wood partitions.

Interior Glass

(a) Daily

1. Spot clean all glass doors, glass in fire doors, glass partitions and/or glass panels in partitions;
2. Remove all foreign substances such as tape etc.

b. Weekly

1. Wash both sides of glass doors and glass in fire doors.

c. Monthly

1. Clean both sides of projection booth glass; or as required.

2.10 FURNITURE AND FIXTURES

General:

Papers and files left on furniture shall not be disturbed by the cleaning staff.

a) Daily

1. Dust horizontal surfaces;
2. Dust telephones and intercom instruments;
3. Dust and remove finger marks and stains from vertical and horizontal surfaces on boardroom, conference, representational and waiting area furniture;
4. Patrol check office and boardroom surfaces and clean as requested,

5. Spot clean finger marks and stains from glass topped furniture;
6. Spot clean surfaces of lockers, storage and filing cabinets;
7. Spot clean bookcase glass doors;
8. Dust empty shelves; and
9. Dust pictures and wall hangings (excluding paintings and art objects).

b) Weekly

1. Dust and remove stains from vertical surfaces;
2. Clean and polish boardroom, representational and waiting area furniture;
3. Dust tops of lockers and storage cabinets;
4. Dust bases of free-standing screens;
5. Dust interior of visitor clothes closets;
6. Vacuum upholstered furniture.

c) Semi-Annually

1. Clean, remove soil marks and stains on all leather, vinyl, leatherette and upholstered furniture in representational areas, offices, boardrooms and waiting areas, using an approved product; (PERIODIC)
2. Vacuum upholstered free standing screens; and
3. Clean all cloth upholstered furniture and seating, using soil extraction method or as approved by the Technical Authority.

d) Annually

1. Take down all books on bookshelf located outside of Alberta Room, dust off covers and replace. (PERIODIC)

2.11 OFFICE RECYCLING AND RECEPTACLES

(a) Daily

1. Empty contents into a separate metal container;
2. Damp wipe, remove stains and build-up.

Waste Receptacles

(a) General

1. Supply and install plastic bags of correct size in wastepaper baskets, rubbish bins and waste receptacles;
2. Replace plastic bags with correct size when dirty or torn.

(b) Daily

1. Empty and damp wipe interior of wastepaper baskets;
2. Waste and refuse to be collected and placed in paladins or rubbish containers for collection as directed by the Technical Authority.

(c) Semi-Annually

1. Wash and disinfect wastepaper baskets.

Wall Mounted Receptacles

(a) General

1. Remove debris in lobbies mid-morning and mid-afternoon;
2. Remove debris from interior of urn bases.

Doors, Door Frames, Etc.

(a) Daily

1. Clean finger marks from doors and door frames;
2. Dust door grills.

(b) Monthly

1. Clean non-metallic kick and hand plates using a detergent solution;
2. Clean metal push bars, kick and hand plates using the appropriate cleaner; and
3. Clean doors and door frames.

(c) Semi-Annually

1. Wash door grills.

Main Recycling Receptacles

(a) General

1. Remove debris in lobbies mid-morning and mid-afternoon.

(b) Daily

1. Remove debris from office bins and damp wipe interior;
2. Remove debris from interior of base.

2.12 EMERGENCY FIRE EQUIPMENT

(a) Weekly

1. Dust wall hung equipment.

(b) Monthly

1. Clean interior of hose cabinet;
2. Clean and/or polish fire extinguishers; and
3. Clean both sides of cabinet door glass.

(c) Semi-Annually

1. Wash door grills

2.13 WATER FOUNTAINS

(a) Daily

1. Wash and disinfect. Odour of disinfectant must not be objectionable.

2.14 WALLS, PARTITIONS, SKIRTING

(a) Daily

1. Remove fingers marks, smudges, and stains from painted partitions;
2. Dust skirting, ledges, and mouldings; and
3. Spot clean vinyl-covered walls, doors, and partitions.

(b) Weekly

1. Dust marble walls, columns, and frames;
2. Spot clean fabric and carpeted walls, columns, screens, and partitions.

(c) Quarterly

1. Wash marble walls, columns, frames, and skirting.

(d) Semi-Annually

1. Vacuum fabric and carpeted walls, columns, and partitions.

2.15 TELEPHONE AND ELECTRICAL ROOMS (EXCLUDING TRANSFORMER ROOMS)

(a) Daily

1. Sweep all floors.

Contractor's Office Space

(a) General

1. Maintain as per corresponding building area.

2.16 JANITOR ROOMS

(a) General

1. To be kept free of litter;
2. Mops to be washed clean before storing. All other equipment to be kept clean and materials neatly stored; and
3. All chemicals to be stored within suitable storage facility to be provided by the Contractor. (WHMIS - Method statements to be provided in regard to all chemical based material)

(b) Daily

1. Sweep and wash floors;
2. Wash and disinfect sinks.

(c) Annually

1. Wash walls, shelves etc.

2.17 FREIGHT RECEIVING AREAS

(a) Daily

1. Remove litter and place in rubbish bin;
2. Sweep and wash floors; and
3. Transfer waste containers from the premises to the exterior twice daily and replace when they are emptied by the city.

(b) Weekly

1. Dust walls and doors.

(c) Monthly

1. Clean walls and doors.

2.18 RUBBISH ROOM AND AREA

(a) General

1. Paladins are to be placed at pick up point prior to scheduled rubbish collection and repositioned afterwards;
2. Rubbish stored in plastic bags or paladins must be placed at pick-up point prior to scheduled rubbish collection; and
3. Equipment must not be stored in the rubbish room/area.

(b) Daily

1. Sweep floor after removal of rubbish and pick up any litter dropped between the rubbish room/area and point of loading on truck.

(c) Weekly

1. Wash and disinfect floor.

2.19 RE-LAMPING

(a) General

These requirements apply to all areas of the building, including areas that are excluded from general cleaning.

1. Replace burnt out tubes, incandescent bulbs etc., both indoor and outdoor, including bulbs in table lamps with the type and wattage as instructed by the Technical Authority. Check flickering tabs and starters and replace if necessary;
2. Dry wipe tubes and the interior and exterior of light fixtures to remove accumulated dust and insects when making replacements;
3. Supply all equipment necessary for re-lamping;
4. The Contractor is not responsible for re-lamping units which form an integral part of the furniture, office equipment, specialized electrical apparatus; and
5. For all other requirements place a request in the Service Desk/Work Order System.

2.20 LIGHT FIXTURES

(a) General

- (a) Clean interior and exterior of light fixtures including bulbs and tubes once per year.
(PERIODIC)

Building Operations

(a) General

1. All maintenance repairs required to the building, heating system, plumbing, water or electrical systems must be reported to the Service Desk.

2.2.1 KITCHENS, LUNCHROOMS, AND REST AREAS

(a) General

1. Patrol clean twice daily and more often if necessary;
2. Debris – Consists of the contents of recycling, waste receptacles, sand urns, waste baskets, sani-cans and refuse in fire hose cabinets; and
3. Litter – Consists of paperclips, paper, mop strings, pins, staples, and other items discarded on floor or carpeting.

(b) Patrol Clean

1. Clean spillage, clear rubbish from all furniture, tables, chairs, sinks etc.;
2. Damp wipe sinks, counters, and fixtures, empty and clean ash trays; and
3. Pick up debris from floor, empty rubbish cans and waste receptacles.

(c) Daily

1. Wash all furniture, tables, chairs, sinks, etc.;
2. Sweep, wash, and buff floors;
3. Vacuum carpets and rugs;
4. Replenish all soap, paper and/or linen towels in dispensers;
5. Empty, wash and disinfect rubbish cans and paper receptacles, replace plastic bags; and
6. Spot clean all walls, doors, partitions and exterior of cupboards.

(a) Quarterly

1. Clean and de-grease all cookers and ovens etc.
2. Clean and polish all metalwork, removing all cooking and cooked-on stains.

2.21 SHOWERS

(a) Daily

1. Remove all pieces of soap and other foreign matter;
2. Wipe down walls using a cleaner disinfectant and rinse with clear water; and
3. Report any stoppages or leaks.

(b) Weekly

1. De-scale all shower heads and controls.

(c) Monthly

1. De-scale all shower heads and controls and supply a written report to Technical Authority;
2. Clean and disinfect any showers and hoses. Provide written confirmation for the CHC Site log that shower heads have been cleaned and disinfected as per L8 Guidelines.

2.22 WINDOW CLEANING

Note: The Contractor must provide for the necessary cartage and access equipment to allow for exterior and interior window cleaning where required. The Contractor is entirely responsible to obtain and allow costs for any dispensations required from all authorities in order to carry out the Work in a safe and workmanlike manner.

(a) Monthly:

1. Window cleaning for all ground floor reception areas must be completed on a monthly basis.

(b) Semi-annually:

1. Window cleaning for common areas must be completed twice yearly; (PERIODIC)
2. The remainder of the window cleaning (both sides) at 2-4 Cockspur and Atrium must be completed twice yearly.

(c) General (PERIODIC)

1. Clean all internal and external glazing in skylights;
2. Leave all surfaces dry and free from streak marks;
3. Glass: Remove all dirt that detracts from the appearance or transparency of the glazing over its full exposed area;
4. No abrasives are to be used when cleaning windows to which a reflecting film has been attached; and
5. The Contractor must prepare a detailed report on any windows which failed to be cleaned and provide detailed explanation of why they were unable to be cleaned. The Contractor must allow for an additional day visit if required to clean any windows which failed to be cleaned for any reason.

(d) Metal Frames – Alloy or Painted Finish

1. Clean off dirt by use of detergents or approved metal cleaners and subsequent rinsing. No abrasive cleaners to be used;
2. Report defects in the metal or coatings to the Technical Authority.

(e) Wood Frames, Panelling, Sills and Surrounds

1. Clean by damp wiping;
2. Washing with detergent and subsequent rinsing allowed if necessary; and
3. Report defects as above.

2.23 MIRRORS (not identified elsewhere)

(a) Monthly

1. All mirrors to be damp wiped and left dry and free from smears and streaks.

2.24 Ceilings

(a) General

1. Vacuum - Consists of removing loose dirt, dust and cobwebs using a vacuum cleaner equipped with the appropriate attachments.

2.25 MECHANICAL AND ELECTRICAL AND SERVICE ROOMS M

(a) Monthly

1. Sweep and damp mop.

2.26. COMMUNICATION AND EQUIPMENT ROOMS

1. Communication and equipment rooms are required to be cleaned following a normal standard of cleaning. Cleaning of these areas will be by arrangement with the Technical Authority.

2.27 GYMNASIUM

1. The Contractor is required to clean and maintain the gymnasium facilities including change, shower, and gymnasium areas. The Contractor is not required to clean or maintain the gym equipment.

SECTION 3: EQUIPMENT, MATERIALS AND SUPPLIES

The Contractor must itemize all intended equipment for use on the site to carry out the specified Work. DFATD will provide on-site storage space for the Contractor's equipment and materials.

The minimum standards established for performance of the following products should be in accordance with a recognized standard for environmentally friendly "green" cleaning products where cost-neutral or where any incremental cost has been approved in the Building Management Plan (BMP).

Cleaning materials, supplies and products used, such as disinfectant for fountains, leather cleaner, general cleaner for floors, waxes, sealants, garbage bags, carpet cleaner, toilet paper, hand towels, hand soap, dishwashing liquid, bleach, light bulbs etc., must be biodegradable, phosphate-free, odourless (or have a non-objectionable odour), contain low volatile organic compounds (VOC) and be proven environmentally friendly, wherever possible. Environmentally friendly is defined as products meeting a recognized standard such as the Environmental Choice Program (i.e., Eco-Logo) or the Green Seal Program or other recognized certifications.

All paper products must contain minimum 10% post-consumer recycled fibres or equivalent.

All items must be approved by the Technical Authority before use. This list may be modified at any time by the Technical Authority.

SECTION 4: WORK INSTRUCTIONS

Interior – Floors

(a) General

1. Chairs, wastepaper baskets, etc., must not be placed on desks, tables, or work benches during cleaning operations;
2. Care must be taken not to allow cleaning solutions to seep under furniture legs, file cabinets or partitions; and
3. Exclusion – Cleaning of stationary and moveable equipment.

(b) Sweeping – All

1. Consists of removing loose, dry surface soil;
2. Where surface is not subject to damage by solvents, use an appropriate treatment sweeping compound, dust cloth or dust mop;
3. Where surface is subject to damage by solvents, use a wax based, treated sweeping compound, dust cloth or dust mop; and
4. Dust cloths and dust mops to be treated the day before they are to be used, to ensure no streaks are left on the floor.

(c) Spray Buffing – Most

1. Consists of spraying a spray buff on a swept floor approximately 45 centimetres ahead of the floor machine;
2. Care must be taken that no solution splashes against the furniture, doors, and skirting. While the machine operates, the spray buffing pad abrades black marks and irregularities;
3. When the working face of the pad becomes loaded, turn the pad over or replace with a clean pad;
4. Spray buffing is continued until all traffic marks are removed and shine is restored; and
5. Floor must be swept after spray buffing has been completed.

(d) Wet or Dry Scrub (Semi-Striping) – Most

1. Consists of removing top layer or layers of floor finish, using either the wet (use minimum amount of water) or dry scrub method and the application of two coats of self-polishing, non-slip, metal interlocked floor finish to the dry, clean floor;
2. Complete operation by cleaning skirting.

(e) Wash – Most

1. Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing the floor, and removing the rinse water.

(f) Damp Mop – All

1. Consists of applying a clean mop, well wrung out in clean water, to remove surface dirt and spillage.

(g) Clean Hardwood, Concrete (Painted or Clear)

1. Use a minimum of water to remove spillage.

(h)) Clean Concrete – (Unpainted) Strip and Reseal – Most

1. Consists of sweeping, stripping, and applying one coat of an approved sealer.

- (i) Machine Scrub (Terrazzo, Marble, Granite and Quarry Tile) – Most
 1. Consists of applying a neutral detergent solution, agitating with a machine (e.g., Kleevers System) and brush or pad, removing solution, rinsing with clear water, and picking up rinse water.
- (j) Strip and Reseal (Marble) - Most
 1. Kleevers system to be utilized in compliance with manufacturer's recommendations.
- (k) Strip and Refinish - Corridors, Entrances, Lobbies, Offices
 1. Consists of moving furniture, sweeping floor, stripping using either the wet or dry method to remove all layers of finish;
 2. For office floors, same as above except that three coats of a self-polishing, non-slip, metal interlocked floor finish will be applied.
- (l) Polish or Buff - All
 1. Consists of covering the full floor area with a machine and brush or pad to restore surface shine.
- (m) Vacuum and Stain Removal – Carpeting and Rugs and Walkaway Mats
 1. Vacuum - Consists of removing dust, dirt and litter using an upright or canister type vacuum cleaner, capable of having a crevice tool attached to clean in corners and along skirting. For walkaway mats - Consists of removing sand, slush or water using a wet and dry industrial type vacuum cleaner, equipped with the appropriate floor tools;
 2. Stain Removal (including salt stains on walkaway mats) - Consists of identifying and removing stains using the appropriate remover from commercially available spot remover kits in accordance with the instructions. Vacuum and repeat operation as many times as necessary to remove stains.
- (n) Shampoo - Carpeting and Rugs and Walkaway Mats
 1. Consists of vacuuming, stain removal and shampooing using either machine agitated dry foam or jet extractor methods;
 2. Hose washing may only be used if specified by the manufacturer and in accordance with their instructions.
- (o) Preliminary Instructions
 2. Use a minimum of water to remove spillage.
- (p) Notes to Preliminary Instructions
 1. Floor sealer to be applied up to the skirting;
 2. Floor finishes to be applied up to 30 centimetres from the skirting except for the last coat which will be applied right up to the skirting;
 3. Each coat of finish to be laid in the opposite direction from the previous coat;
 4. Skirting to be cleaned after each scheduled operation to remove streaks and splashes;
 5. When using either the wet scrub or wet strip method, use a minimum amount of solution;
 6. When using the dry scrub or dry strip methods, damp mop the floor twice before applying the sealer or finish; and
 7. When using the wet scrub or wet strip method, rinse the floor twice before applying sealer or finish.

Note: When preparing the cleaning schedule, stripping, and refinishing is to be performed first to provide base for the subsequent seven wet or dry scrub operations to take place over the remainder of the contract year

Miscellaneous Cleaning and Dusting

Air Grills and Air Diffusers.

1. Vacuum - Consists of removing dust and dirt using a vacuum cleaner equipped with a wand and brush attachment, or by wiping with a damp sponge and drying with a clean cloth;
2. Wash - Consists of applying a detergent solution with a cloth to remove dust and dirt, and drying with a clean cloth.

Note: The frequency of high dusting may be modified depending on the structure utilization and architectural features of the building.

Patrol Cleaning

1. Consists of picking up litter, wiping hand basins including wall surrounds and shelves above, polishing mirrors, wiping up spillages and replenishing empty dispensers;
2. This Work is in addition to the regular servicing.

Window Blinds and Covering – All Types

Contractor shall provide a method statement to the Technical Authority for approval on how this procedure will be carried out.

Drapes and Nets

Vacuum - Consists of removing loose dust using a vacuum cleaner, back raking with wand and drape attachment and covering all surfaces on both sides. Note: The Contractor will provide a method statement to the Technical Authority for acceptance on how this procedure will be carried out.

Window Cleaning

The Contractor must provide for the necessary cartage and access equipment to allow for exterior and interior window cleaning where required. The Contractor is entirely responsible for obtaining and allowing costs for any dispensations required from all authorities in order to carry out the Work in a safe and workmanlike manner.

1. All floors and furniture are to be adequately protected before commencement of Work;
2. The frequency of the window cleaning is semi-annually for all windows and secondary glazing;
3. The extent of the window cleaning includes both sides of inner and outer glass, draft deflectors, skylights and ceiling lights under them, sash and window framing, storm sashes and screens. Sills and stools are to be cleaned to the extent of removing splashes and stains to leave them dry and free from smears.

Communication and Equipment Rooms

1. These areas must be free from dust;
2. Where possible, items of furniture that are removable are not to be cleaned within the area. They are to be removed dirty, cleaned outside the area, and returned in a clean anti-static state;
 1. The use of brooms is expressly forbidden; suction cleaners when used must conform in full with British Standard BS 5415 parts 1 & 2. All non-computer equipment and furniture must be suction cleaned free from dust and left free from grease and smears. Switch areas at the front of tape units or disk drives must not be dusted;
 2. Dusters must be of chemically impregnated or other approved dust-absorbent type, except where used for dry polishing of glass, for which they must be lint-free, and they shall be changed at frequent intervals before they have become fully charged with dust. The use of water for cleaning in these areas is forbidden;
 3. Under no circumstances must any computer or computer related equipment be touched, moved, or disturbed in any way. Cleaners must ensure that only the correct power sockets are used for cleaning equipment, not those specifically dedicated for computer use.

APPENDIX B

Terms of Payment

1 Payment

- 1.1 Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless the following conditions have been met:
- a. the claim for payment, the Project Invoicing Detail Report, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Technical Authority;
 - b. all such documents have been verified by the Technical Authority;
 - c. with respect to all parts of the Work for which payment is claimed, the Contractor, where required, has established to the satisfaction of the Technical Authority that the Work will be free from all claims, liens, attachments, charges or encumbrances;
 - d. in the case of payment for finished Work, the finished Work has been completed in accordance with the Contract to the satisfaction of the Technical Authority; and
 - e. in the case of performance fees and a Contractor Incentive Program payment, these have been approved by DFATD.
- 1.2 The Technical Authority shall notify the Contractor of any deficiencies associated with the invoice or the supporting documentation within ten (10) business 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 deficiency to the satisfaction of the Technical Authority.
- 1.3. Where a delay, in accordance with General Conditions – 2.10 Excusable Delay, has occurred, the Technical Authority may, at their discretion, withhold all or a portion of any payment due to the Contractor until a “resolution” plan has been prepared by the Contractor, accepted, and approved by the Technical Authority and implemented in accordance with that Article. Interest on Overdue Accounts, in accordance with General Conditions 2.17 shall not apply to any amount withheld under this clause.
- 1.4 Partial Payments of invoices may be authorized by the Technical Authority.

2 Basis of Payment

The Basis of Payment 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 costs as determined in accordance with clause 2.1 Costs, paid fees determined in accordance with clause 2.2 Fees, and is eligible for a payment in accordance with clause 3.7 Contractor Incentive Program.

2.1 Costs

2.1.1 Costs – General

- 2.1.1.1 The costs reimbursed to the Contractor will be the sum of the Allowable Costs determined to be 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.

- 2.1.1.2 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.
- 2.1.1.3 Allowable Costs will be reimbursed to the Contractor without mark-up for overhead or profit.
- 2.1.1.4 Allowable Costs incurred between the date of Contract Award and the Contract Completion date will be reimbursed to the Contractor.
- 2.1.1.5 Costs not specifically identified as Allowable Costs will not be reimbursed to the Contractor and are included in the fees described in clause 3.2 Fees.
- 2.1.1.6 Only Costs related to the direct services of the Statement of Work will be reimbursed to the Contractor.
- 2.1.1.7 Only Allowable Costs that have been pre-authorized by the Technical Authority through the Work Authorization Process, in accordance with the Contract, will be reimbursed to the Contractor.
- 2.1.1.8 Reimbursement of Allowable Costs will be subject to audits from Canada. If the results of audits by Canada show that there has been an overpayment, it must be promptly refunded to Canada in accordance with the Contract.

2.2.1 Definition of Reasonable Cost

- 2.2.1.1 A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary, prudent person in the conduct of a similar competitive business in the same or similar circumstances.
- 2.2.1.2 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, Canadian federal and local laws and regulations, and contract conditions;
 - c. the action that prudent business persons would take under the same circumstances, considering their responsibilities to the owners of the business, their employees, customers, 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.

2.1.3 Allowable Costs

The following costs, unless identified as non-allowable in clause 2.4 Non-Allowable Costs, where authorized and demonstrated as having been incurred, are Allowable Costs and are reimbursable to the Contractor:

- 2.1.3.1 Direct Labour Costs - meaning the costs of the portion of gross wages or salaries, benefits, and the Contractor's contributions to benefit plans and legislated employment and / or pension programs, incurred in the direct performance of the Statement of Work.
- 2.1.3.2 Direct Subcontract Costs - meaning the costs of subcontracts incurred in the direct performance of the Statement of Work.
- 2.1.3.3 Direct Material Costs - meaning the cost of materials used in the direct performance of the Statement of Work.
 - a. In addition to materials purchased solely for the performance of the Statement of Work and processed by the Contractor, these materials may include, other items issued from the Contractor's general stocks.
 - b. 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.
 - c. Materials issued from the Contractor's general stocks must be charged in accordance with the method as used consistently by the Contractor in pricing material inventories.
- 2.1.3.4 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, personal safety and protective gear, testing equipment and general building equipment, including ladders, portable generators, compressors, window cleaning equipment, hydraulic lifts, and vehicles.
- 2.1.3.5 Travel Costs - meaning the cost of travel incurred in the direct performance of the Statement of Work. Applicable Travel costs are limited in accordance with the meal, private vehicle provided in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to “travelers” rather than those referring to “employees”.
- 2.1.3.6 Taxes – meaning the costs of applicable taxes incurred in the direct performance of the Statement of Work.
- 2.1.3.7 Building License, Certificate and Permit Costs – meaning the costs of building licenses, certificates, and permits issued by an Authority Having Jurisdiction and incurred in the direct performance of the Statement of Work.
- 2.1.3.8 Training Costs – meaning the cost of training staff on new building systems and equipment that are installed during the term of the Contract.
- 2.1.3.9 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, electricity, and natural gas.

2.1.4 Non-Allowable Costs

Despite the fact 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 clause 3.2 Fees. The following are Non-Allowable Costs:

- 2.1.4.1 All costs, including indirect labour and subcontract costs, related to the performance of Work, which is overhead in nature, but required to facilitate the delivery of direct services. These include, but are not limited to:
- a. Costs related to human resources functions such as recruitment, hiring, training, employee support and compensation;
 - b. Costs related to financial and accounting functions;
 - c. Costs related to the development and maintenance of IM/IT systems;
 - d. Costs related to the operation of IM/IT systems;
 - e. Costs related to legal services;
 - f. Costs related to administrative support;
 - g. Costs related to information systems data entry;
 - h. Costs related to subcontract management, such as the preparation of contract documents, tendering, evaluation and award, dispute resolution and subcontract administration including payment of subcontractors' and suppliers' invoices;
 - i. Costs to resolve disputes with Canada or third parties;
 - j. Costs related to the development or maintenance of the Contractor's policies and procedures;
 - k. 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.
 - l. Costs of IM/IT hardware, firmware and software and related costs, including software licenses, internet service, websites, computers, notebooks, peripherals, and servers;
 - m. Costs of telecommunications equipment and services, including telephones, fax machines and mobile and personal communication devices, such as smartphones, tablets, and accessories;
 - n. Income taxes, excess profit taxes or surtaxes and/or special expenses in connection with these taxes;
 - o. All insurance costs;
 - p. All costs related to Contract Financial Security;
 - q. Cost of Contractor's office space, including expenses of a general nature, such as power, heat, light, operation and maintenance, and recurring charges, such as property taxes, rentals and depreciation costs;
 - r. Cost of Contractor's office furniture and office equipment;
 - s. Advertising;
 - t. Entertainment and hospitality expenses;
 - u. Costs related to licenses, dues, memberships, professional fees, and subscriptions;
 - v. Uniform costs;
 - w. 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;

- x. Selling, marketing and promotional expenses associated with both goods and services being acquired under the Contract;
- y. Any other costs related to any or all Work not specifically identified as an Allowable Cost in clause 2.1.3 Allowable Costs.

3 Fees

3.1 Fees – General

The Fees described in clauses 3.2. to 3.7 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.

3.2 Monthly Management Fee

- 3.2.1 The Contractor will be paid an all-inclusive monthly lump-sum Management Fee.
- 3.2.2 The Management Fee will be paid to the Contractor for Work authorized by the Technical Authority, in accordance with section 4 - Work Authorization Process and completed in accordance with all sections of the Statement of Work, including sections 5.0, Core Facilities Management Services. 4.0, Project Delivery Services and 6.0, Optional Services are excluded.
- 3.2.3 The Contractor's Management Fee is: \$ _____ / Month
- 3.2.4 The Management Fee is payable for each month, from the Operational Start Date to the Operational End Date of the Contract. The Management Fee is not payable during the period between Contract Award and the Operational Start Date or the period from the Operational End Date to the Contract Completion Date.
- 3.2.5 The Management Fee is subject to an annual inflation adjustment as of April 1st, 2026. The adjustment shall be 75% of the increase in the applicable Consumer Prices Index (CPI) calculated over the previous year. For example, if the CPI for the period from April 1st, 2025, to March 31st, 2026, is 2.0%, as reported by the Office for National Statistics in the United Kingdom (UK), the Management Fee for the subsequent annual period (April 1, 2026-March 31, 2027) shall be increased by 1.5%. Any subsequent inflation adjustments will be calculated using the Management Fee for the fiscal year prior to the annual period to which the adjustment applies. Where the CPI rate is a negative value, it shall be treated as zero for the purposes of this adjustment.
- 3.2.6 The Management Fee is subject to a volume adjustment when assets are added or removed from the Contract.
- 3.2.7 The Management Fee Adjustment Rate is: _____ %
- 3.2.8 Prior to the addition or removal of assets, a Management Fee Adjustment Amount will be negotiated between the Contractor and Canada by multiplying the Management Fee Adjustment Rate by the agreed estimated Property Management Operating Baseline of the assets to be added or removed. The appropriate Property Management Operating Baseline will be agreed with consideration of the recent historical operating costs of the assets to be added or removed. The resulting amount will be added

to/subtracted from the current Management Fee to calculate the adjusted Management Fee.

3.2.9 Management Fee Adjustment Amount = Management Fee Adjustment Rate X Agreed Estimated PMS Operating Baseline for added/removed inventory.

3.2.10 Adjusted Management Fee = Management Fee + Management Fee Adjustment Amount.

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

3.3 Project Delivery Services (PDS) Fee

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

3.3.2 The PDS Fee will be paid to the Contractor for Work authorized by the Technical Authority, in accordance with section 7.1.2.1 – Work Authorization and completed in accordance with Section 4.0, Project Delivery Services, of the Statement of Work.

3.3.3 The Contractor's percentage rate for PDS is: _____ %

3.3.4 The PDS Fee payable to the Contractor will be calculated by multiplying the percentage rate by the final Allowable Costs (excluding applicable taxes), for each individual Work Authorization prepared and completed by the Contractor.

3.4 Optional Facility Management Services (OFMS)

3.4.1 Where the option has been exercised in writing by the Contracting Authority, a FMS Fee will be paid to the Contractor for Work authorized by the Technical Authority, in accordance with section 7.1.2.1 – Work Authorization and completed in accordance with Section 6.0, Optional Facility Management Services of the Statement of Work.

3.4.2 The Contractor's percentage rate for OFMS is: _____ %.

3.4.3 The OFMS Fee payable to the Contractor will be calculated by multiplying the percentage rate by the final Allowable Costs (excluding applicable taxes) for each individual Work Authorization prepared and completed by the Contractor.

3.5 Optional Project Delivery Services (OPDS) for Category III Projects

3.5.1 Where the option has been exercised in writing by the Contracting Authority, the OPDS Fee will be paid to the Contractor for Work authorized by the Technical Authority, in accordance with section 7.1.2.1 – Work Authorization and completed in accordance with Section 5.5.4, Optional Project Delivery Related Services (OPDS) for Category III Projects, of the Statement of Work. The OPDS Fee cannot be greater than the PDS Fee bid by the Contractor.

3.5.2 The Contractor's percentage rate for OPDS is: _____ %

- 3.5.3 The OPDS Fee payable to the Contractor will be calculated by multiplying the percentage rate by the final Allowable Costs (excluding applicable taxes) for each individual Work Authorization prepared and completed by the Contractor.

3.6

Optional Building Condition Reports (OBCR)

- 3.6.1 Where the option has been exercised in writing by the Contracting Authority, the OBCR Fee will be paid to the Contractor for Work authorized by the Technical Authority, in accordance with section 7.1.2.1 – Work Authorization and completed in accordance with the section 6.3, Optional Building Condition Reports of the Statement of Work.
- 3.6.2 The Contractor's percentage rate for OBCR is:
%
- 3.6.3 The OBCR Fee payable to the Contractor will be calculated by multiplying the percentage rate by the final Allowable Costs, excluding applicable taxes, for each individual Work Authorization prepared and completed by the Contractor.

3.7

Contractor Incentive Program (CIP)

- 3.7.1 The objective of the Contractor Incentive Program (CIP) is to encourage the Contractor to pro-actively assist DFATD in achieving outstanding results in areas the Government has chosen for special emphasis or priority.
- 3.7.2 The CIP is a discretionary program. The Technical Authority will determine whether a CIP will be put in place for that year to support the achievement of any special objectives or priorities it may have. The Technical Authority will notify the Contractor of any CIP that is to be made available using a Letter of Emphasis.
- 3.7.3 As a prerequisite to being considered eligible for a CIP discretionary payment, the Contractor must have achieved the minimum score on the Performance Scorecard for the fiscal year and be eligible for the payment of the performance fee in accordance with Section 3.5. Performance Fee Payment.
- 3.7.4 The total CIP payment in a given fiscal year can be no greater than twenty (20%) of the total possible Contract fees for that fiscal year.
- 3.7.5 The Letter of Emphasis will identify target CIP initiatives and set out specific objectives that are to be emphasized, the associated Key Performance Indicators (KPIs) or Objectives and Key Results (OKRs) that will be used to assess the achievement of those objectives, the percentage of Contract Fees available as the CIP payment and the allocation of that percentage between objectives. The Technical Authority will seek input from the Contractor regarding the selection of areas of emphasis, but the final selection of these will be at the sole discretion of the Technical Authority.
- 3.7.6 CIP-related performance will be assessed against the areas set out in the Letter of Emphasis. The Contractor will prepare a monthly status report to provide feedback on progress towards meeting the objectives and the performance measurement criteria. At the end of the fiscal year, the Technical Authority will use the final year-end status report to determine

whether the Contractor has met the objectives and is eligible for the CIP payment

3.7.7 Where the Contractor has passed the KPIs and/or OKRs for the fiscal year and is eligible for the payment of the performance fee, and the CIP objectives have been achieved and the related performance measurement criteria have been met, the Technical Authority will authorize the CIP payment. The CIP payment will be calculated by multiplying the total Contract Fees for that fiscal year by the percentage of Contract Fees available for the CIP payment identified in the Letter of Emphasis.

3.7.8 Where the Contractor has achieved the minimum performance on the Performance Scorecard and is eligible for the payment of the performance fee but has only partially achieved the CIP objectives and related performance measurement criteria, the Technical Authority will authorize a partial CIP payment based upon the allocation for the objectives that have been achieved as set out in the Letter of Emphasis.

4 Method of Payment

4.1 Payment under this Contract will be made on a monthly basis in accordance with procedures as further described in this Article.

4.2 Provided that the Contractor has complied with all of the terms and conditions, the claim will be paid within thirty (30) days of receipt and acceptance by DFATD. Each monthly claim shall show the details described below.

4.2.1 For Work Authorizations issued by the Technical Authority in accordance with all sections of the Statement of Work, including section 5.0 Core Facility Management Services, but excluding Sections 4.0 Project Delivery Services and 6.0 Optional Services of the Statement of Work, show a line item for Allowable Costs and a line item for Management Fee. The payment of Allowable Costs will be based on a milestone payment schedule as approved by the Technical Authority. The Contractor shall be paid the Allowable Costs for that month, together with the Management Fee, less the performance fee portion.

4.2.2 For Work Authorizations valued \$25,000 - \$99,999.99 issued by the Technical Authority in accordance with Section 4.0 Project Delivery Services of the Statement of Work, other than Tenant Service Projects, show a line item for Allowable Costs and a line item for the Project Delivery Services Fee. The payment of Allowable Costs will be based on the status of Work performed to date and a milestone payment schedule as approved by the Technical Authority. The Contractor shall be paid the Allowable Costs for that month together with the Project Delivery Services Fee, less the performance fee portion.

4.2.3 For Work Authorizations valued \$100,000 - \$499,999.99 issued by the Technical Authority in accordance with Section 4.0 Project Delivery Services of the Statement of Work, other than Tenant Service Projects, show a line item for Allowable Costs and a line item for the Project Delivery Services Fee. Together with the claim for payment, the Contractor will present to the Technical Authority the Project Invoicing Detail Report showing a percentage completion for each Work Authorization up to the last day of the previous month. The payment of Allowable Costs will be based on the status of Work performed to date and a milestone payment schedule as approved by the Technical Authority. The

Project Delivery Services Fee will be applied to the status of the Work performed to date. The Contractor shall be paid the Allowable Costs for each Work Authorization, together with the associated Project Delivery Services Fee, less the performance fee portion.

- 4.2.4 For Work Authorizations issued by the Technical Authority for tenant service projects, in accordance with Section 4.0 Project Delivery Services of the Statement of Work, show a line item for Allowable Costs and a line item for Project Delivery Services Fees. Together with the claim for payment, the Contractor will present to the Technical Authority the Project Invoicing Detail Report showing a percentage completion for each Work Authorization up to the last day of the previous month. The payment of Allowable Costs will be based on the status of Work performed to date and a milestone payment schedule as approved by the Technical Authority. The Project Delivery Services Fee will be applied to the status of the Work performed to date. The Contractor shall be paid the Allowable Costs for each Work Authorization, together with the associated Project Delivery Services Fee.
- 4.2.5 For Work Authorizations issued by the Technical Authority, in accordance with Section 6.0 Optional Services of the Statement of Work, show a line item for Allowable Costs and a line item for applicable Fees, for each Optional Service. The payment of Allowable Costs will be based on the status of Work performed to date and a milestone payment schedule as approved by the Technical Authority. Applicable Fees will be applied to the status of the Work performed to date. The Contractor shall be paid the Allowable Costs for that month for each Work Authorization, together with the associated Fees, less the performance fee portion.
- 4.2.6 For Work Authorizations issued by the Technical Authority for tenant service work, in accordance with clause 6.0 Optional Services, show a line item for Allowable Costs and a line item for applicable Fees, for each Optional Service. The payment of Allowable Costs will be based on the status of Work performed to date and a milestone payment schedule as approved by the Technical Authority. Applicable Fees will be applied to the status of the Work performed to date. The Contractor shall be paid the Allowable Costs for that month for each Work Authorization, together with the associated Fees.

5 Invoicing Process

- 5.1 The Contractor shall submit a claim for payment to the Technical Authority on the fifth (5th) business day of each month, designated as Invoice #/A, for payment.
- 5.2 On the first (1st) business day of April of each fiscal year, the Contractor will submit an itemized preliminary final invoice to the Technical Authority. The invoice, designated as Invoice #/B, will be the last monthly invoice for the previous fiscal year, and will be comprised of the progress claim for Project Delivery Services and Optional Project Delivery Services (when exercised) to March 31st of the previous fiscal year, as well as any update to the actual Allowable Costs for all other services. It will also include the final billing for all tenant service projects in the previous Fiscal Year.
- 5.3 On the first business day of June of each fiscal year, following acceptance of the Annual Cost Submission pursuant to clause 7.7.5 Annual Cost Submission, the Contractor will submit an itemized final invoice for the previous fiscal year to the Technical Authority. The invoice, designated as Invoice #/C, will be comprised of the final Allowable Costs and applicable Fees for all services. The Contractor will remit any credit balances due to

DFATD with Invoice #/C. There shall be no further claims other than for Performance Fees and Contractor Incentive Program payments after this date.

- 5.4 On the first (1st) business day of July of each fiscal year, the Contractor will submit the final Fee invoice to the Technical Authority. The invoice, designated as Invoice #/D, will be comprised of a request for payment of the performance portion of the Fees for the previous fiscal year as well as any Contractor Incentive Program, as directed by the Technical Authority. There shall be no other invoice or claims specific to the previous fiscal year after this date.

6 Performance Fee Payment

- 6.1 All Fees related to the work performed under this Contract, except for Work Authorizations for Tenant Services, are subject to a Performance Holdback. While the Contractor's Fees, as set out in Section 2 - Basis of Payment, are to be shown for the full amount on invoices, they are payable at 75% of the Fee component of the approved claim. The remaining 25% of the Fees are payable following the end of the fiscal year, in accordance with Section 5 Invoicing Process and the Performance Measurement Regime described within the Statement of Work.
- 6.2 The performance fee portion payable to the Contractor for each of the Fees is determined by the Contractor's performance during the preceding fiscal year, based upon the Scorecard result achieved. The performance fee is payable to the Contractor provided that the Contractor achieves scores based on the calculation method as identified in section 6.3 below.
- 6.3 Performance Fee Determination: The percentage of the Performance Holdback that is payable to the Contractor is based on the following table. As indicated in the table below, to be eligible for any portion of the performance fee, the contractor must achieve a minimum score of 75% on the annual performance scorecard:

$$\frac{\text{Overall Result on Performance Scorecard}}{\text{Potential Maximum Score}} \geq 75\% \text{ (i.e. the minimum score required to be}$$

Overall Result on Performance Scorecard	Maximum Available Points	Percentage Representation	Performance Holdback Fee Available
Result < 3.75	5	Result < 75%	0%
3.75 ≤ Result < 4.00	5	75% ≤ Result < 80%	7.5%
4.00 ≤ Result < 4.35	5	80% ≤ Result < 87%	12.5%
4.35 ≤ Result < 4.75	5	87% ≤ Result < 95%	20%
4.75 ≤ Result	5	95% ≤ Result	25%

7 Annual Cost Submission

- 7.1 Thirty (30) days prior to the Operational Start Date of the Contract, or as negotiated with the Technical Authority, the Contractor must prepare and submit a Terms of Reference and proposed template for the Annual Cost Submission (ACS) for the review of the Technical and Contracting Authorities. The Terms of Reference and template should clearly identify the level of detail to be included in, methodology to be employed for and/or the format of the ACS. The Contractor must address any comments from the Technical and Contracting Authorities and submit a final Terms of Reference and template for approval within thirty (30) days following receipt of the comments, or as negotiated with Technical Authority.
- 7.2 For each completed fiscal year, the Contractor must prepare and submit an ACS in accordance with the approved Terms of Reference and/or using the approved template. The ACS must also consider and address any special instructions or modifications requested by the Technical Authority. The ACS for the previous fiscal year ending March 31st must be submitted no later than May 15th of the following fiscal year to the Technical and Contracting Authorities.
- 7.3 The ACS shall be a statement of the actual Allowable Costs reasonably and properly incurred, as set out in the section 2, Basis of Payment, for the Work performed under the terms of this Contract.
- 7.4 The ACS shall be signed and certified by the Contractor's Chief Financial Officer (CFO) and shall include a breakdown of each cost element, or a subset of cost elements as identified and accepted by the Technical Authority.
- 7.5 Once accepted by Canada, the ACS will be used to support the identification of amounts payable to the Contractor or any credit amount owing to DFATD at Invoice #/C.
- 7.6 Supporting information for each cost included in the ACS must be available and must be in sufficient detail that an audit can be carried out if required. DFATD reserves the right to reject the ACS or to recover excess amounts paid based on its own audited findings.

8. Reconciliation of Payments to Actual Costs

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:

- 8.1 For individual Work Authorizations issued in accordance with the Work 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 Work 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) expended;
 - e. confirm that the Fees paid are appropriate and are based on the final estimate of Allowable Costs.
- 8.2 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 ACS accepted by Canada. The reconciliation will

support the identification of amounts owing to the Contractor or any credit amount due to DFATD at invoice #/C. 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. confirmation that Direct Subcontract Costs paid equal Direct Subcontract Costs incurred;
 - ii. confirmation that Direct Labour Costs paid equal Direct Labour Costs incurred;
 - iii. confirmation that Travel Costs paid equal Travel Costs incurred;
 - iv. etc.
- c. confirm that Fees paid are appropriate and are based on the actual Allowable Costs (excluding applicable taxes) incurred.



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine GAC - DFATD		2. Branch or Directorate / Direction générale ou Direction ACM-AWD-AWF	
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD after issuance of RFP		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work - Brève description du travail Property and Facilities Management and Project Delivery Services at the High Commission in London, United Kingdom			
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 type="checkbox"/> No Non <input checked="" 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 checked="" type="checkbox"/> No Non <input 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 commerciales 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 checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <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"/>	
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 checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes
Non Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets:
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ 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 : _____
- 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



PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

12. b) Will the document 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Work Authorization - Property and Facility Management Services									
<i>This Work 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 WA submission to approval.</i>									
Contract Number:		Contractor's Name and Address:							
Work Authorization Number	TOK-000		Asset Name:		Asset Number (PRID):				
Title of Work Authorization	Asset Address:								
Type of Request	<input type="checkbox"/> Original	<input type="checkbox"/> Amendment/Revised	<input type="checkbox"/> Final/Work Completed	Amendment #	Amendment Date				
Period of Work	Planned Start Date		Planned Completion Date		Actual Completion Date				
Section A - Description of Work Required									
Instructions: Provide brief description of work details including scope, timelines, additional requirements, etc.									
Section B - Applicable Basis of Payment									
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									
Section C - Cost Estimate									
Type of Cost	Details	Additional Details (Estimated Hours/Subcontractor's Name)		Original Estimate	Revised Estimate	Final			
Allowable Costs	Direct Labour Costs			£ 5,000.00	£ -	£ -			
	Direct Subcontract Costs			£ 150,000.00	£ -	£ -			
	Direct Material Costs			£ -	£ -	£ -			
	Equipment Costs			£ -	£ -	£ -			
	Building License, Certificate and Permit Costs			£ -	£ -	£ -			
	Utility Costs			£ -	£ -	£ -			
	Total Estimated Allowable Costs			£ 155,000.00	£ -	£ -			
Fees	Total Property and Facility Management Services (PFMS) Fee			£ 10,000.00	£ -	£ -			

Performance Holdback	Total Performance Holdback on Fees 15%			£	1,500.00	£	-	£	-
Total Estimated Cost of Work Authorization <i>It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation.</i> 2035 13 (2013-03-21) Taxes.			Subtotal Excluding Holdback		£	163,500.00	£	-	£
					£	165,000.00	£	-	£
Section D - Applicable Method of Payment									
7.3 Method of Payment - Monthly Payment									
Section E - Amendments									
Original and previous amendment number	Brief Description						Authorized Estimated Amounts		
Proposed Amendment									
Section F - Contractor Signature									
Name and title of individual authorized to sign for the Contractor				Signature and Date					
Section G - Authorization									
Technical Authority and/or delegate				Signature and Date					

Section H - Financial Coding				
Funds Center	Cost Centre	RS #	Line Item	GL

APPENDIX E
ATTACHMENT 1 to PART 3 OF THE BID SOLICITATION
FINANCIAL BID FORM

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

Bidders must quote fees in pound sterling (£) 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 and Annex B-Terms of Payment and Appendix A -Scope of Work of the RFP.

Fixed Fee (Appendix B - Terms of Payment)

Management Fee (Expressed as a monthly amount in pound sterling)	£ _____/month Applicable Taxes extra
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Percentage Fee (Appendix B - Terms of Payment)

Project Delivery Service (PDS) Fee (Expressed as a percentage)	_____ % Applicable Taxes extra
Optional Facility Management Services (OFMS) (Expressed as a percentage)	_____ % Applicable Taxes extra
Optional Category III Project Delivery Services (OPDS) Fee (Expressed as a percentage)	_____ % Applicable Taxes extra
Optional Building Condition Reports (OBCR) (Expressed as a percentage)	_____ % Applicable Taxes extra

Payments will be made in accordance with Appendix B – Terms of Payment.

APPENDIX F

ATTACHMENT 2 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 G

ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION

EVALUATION CRITERIA

Below are the Evaluation Criteria consisting of Technical Mandatory; Technical Point Rated; and Financial Point Rated criteria. The relevant weight assigned to each criterion is indicated.

Bidders are reminded to consider the total bid page limitation is 100 pages.

Bid responses should be structured and numbered in the same manner as the Evaluation Criteria with separate tabs for each criterion.

Item	Category Titles	Requirement Description (Criteria)	Weight	Applicable Scale
1	Mandatory			
1.1	Property Management Services	<p>The bidder must have provided services of a similar scope to the Property Management Services described in this Solicitation for office space of at least 50,000 square meters. The provision of these services must have been continuous for a period of at least 48 months within the last seven (7) years prior to solicitation closing date. Continuous for a period of at least 48 month means that the Bidder must have been managing a minimum of 50,000 square meters throughout the entire 48-month period. The Bidder must demonstrate its experience by providing the following for each portfolio named for this mandatory:</p> <ul style="list-style-type: none"> - description of the assets(s) under management; - description of the services provided, demonstrating how these are of similar scope to the Property Management Services described in this Solicitation; - total square meters of office space; - period of time under management (start and finish dates); - client business name; and <p>client point of contact who may be contacted.</p>	n/a	n/a
1.2	Project Delivery Services	The bidder must have provided services of a similar scope to the Project Delivery Services described in this Solicitation related to office space. The bidder must have delivered project(s) where:		

		<ul style="list-style-type: none"> - the combined value of Work underway is at least \$15M within a single consecutive 12-month period; and - the twelve (12) month period is within the 48-month period prior to solicitation closing date; and - the project(s) cited in the response do not need to have been either initiated or successfully completed within the twelve (12) month period being identified <p>The Bidder must demonstrate its experience by providing the following for each portfolio of projects named for this mandatory:</p> <ul style="list-style-type: none"> - description of the project(s) under management; - description of how the project(s) are of similar scope to the Project Delivery Services described in the Solicitation - start and finish dates; - value of the Work completed in the twelve (12) month period; - client business name(s); and <p>client points of contact.</p>		
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2	Technical Rated		70/70	Applicable Scale
2.1	Property Management Services (PMS) Experience		10/70	
2.1.1	PMS Experience	<p>The Bidder should demonstrate its additional experience in the continuous delivery of services of a similar scope to the Property Management Services described in this Solicitation, beyond the mandatory requirement stated in Item 1.1 above. The Bidder should demonstrate its additional experience by providing the following for each portfolio:</p> <ul style="list-style-type: none"> - description of the asset(s)\portfolio(s) under management; - description of the services provided, demonstrating how these are of similar 	10/10	Scale 1

		<p>scope to the Property Management Services described in this Solicitation;</p> <ul style="list-style-type: none"> - total square meters of each asset(s)/portfolio(s); - the period of time under management (start and finish dates); - client business name; and <p>client point of contact (full name, phone number and email address) who may be contacted.</p>		
2.2	Project Delivery Services (PDS) Experience		10/70	
2.2.1	PDS Experience	<p>The Bidder should demonstrate its additional experience in the delivery of services of a similar scope to the Project Delivery Services described in this Solicitation.</p> <p>The Bidder should demonstrate the following for each project referenced:</p> <ul style="list-style-type: none"> - description of the project(s) under management; - description of the services provided and demonstrating how these were of similar scope to the Project Delivery Services described in this Solicitation; - value of the project - value of the work completed - start and finish dates; - client business name; and <p>client point of contact (full name, phone number and email address) who may be contacted.</p>	7/10	Scale 1
2.2.2	PDS Experience – Two Projects	<p>The Bidder should demonstrate its experience in the delivery of two (2), high dollar value real property projects, as defined in Section 4.0 of</p>	3/10	Scale 1

		<p>the Statement of Work, where the services were of a similar scope to the Project Delivery Services described in this Solicitation. The Bidder should describe two projects, each with total values between \$500K and \$2M, which have been completed within the 36 month period <u>prior to solicitation closing date</u></p> <p>The Bidder should demonstrate their experience by providing the following for the two (2) projects referenced in their response:</p> <ul style="list-style-type: none"> - description of the projects; - description of the services provided, and demonstrate how these were of similar scope to Project Delivery Services described in this Solicitation; - period of time under management (start and finish dates). - Client's business name; and <p>client point of contact (full name, phone number and email address) who may be contacted.</p>		
2.3	Management Approach		25/70	
2.3.1	Organizational Structure and Use	<p>The Bidder should describe its corporate and operational structure proposed to deliver all elements of this Solicitation in London, United Kingdom and explain how it will be effective.</p> <p>With respect to the above, the Bidder should:</p> <ul style="list-style-type: none"> - identify the various positions proposed for its organization, 	10/25	Scale 2

		<p>including type and quantity;</p> <ul style="list-style-type: none"> - provide a description of the functions of the positions; - indicate which services will be delivered through the use of internal resources and which will be delivered through subcontractors and describe why the proposed delivery method represents best value for Canada; - explain how the proposed structure and its positions relate to the Basis of Payment (i.e., identify which positions are non-reimbursable and therefore fee based, and which are reimbursable); - where applicable, indicate positions that will be shared with other clients of the Bidder and the expected percentage of their effort that will be reimbursable by the Department of Foreign Affairs, Trade and Development (DFATD) as allowable costs. <p>The Bidder should provide an organization chart(s) with its response.</p>		
2.3.2	Quality Management	The Bidder should describe how it proposes to provide quality management services as it relates to Property Management Services, Project Delivery Services and corporate services. The Bidder should reference its current QM policy,	3/25	Scale 3

		<p>associated processes, and its quality control measures.</p> <p>With specific reference to its current QM policy, the Bidder should demonstrate how it will address the management and resolution of incidents internally within its organization, with its subcontractors and with DFATD as the bidder's client / customer.</p>		
2.3.3	Data, Information Management and Reporting	The Bidder should describe how it proposes to respond to the information and data management requirement of this Solicitation. At a minimum, the Bidder should describe its ability to provide information and data to accommodate the reporting requirements of this Solicitation and explain how it will be effective.	2/25	Scale 3
2.3.4	Expenditure Management	<p>The Bidder should describe how it will meet this Solicitation's requirements for budgeting, expenditure management, and the associated tracking and reporting to DFATD.</p> <p>The Bidder should describe how it will produce cost elements (including Building Classification of Accounts (BCA)) for verification and audit purposes. The Bidder should reference its cost accounting practices in its response.</p>	3/25	Scale 3
2.3.5	Subcontract Management - Openness, Fairness, and Transparency	<p>The Bidder should describe how it will provide open, fair, and transparent procurement processes that demonstrate best value in the provision of requirements described in this Solicitation.</p> <p>The Bidder should also describe how they will ensure that suppliers interested in providing services as a subcontractor will be provided access to the Work and how it will be effective.</p>	2/25	Scale 3
2.3.6	Client and Tenant Relationship Management	The Bidder should describe the measures and protocols it will implement in the provision of Client and Tenant Relationship Management and explain how they will be effective.	3/25	
2.3.7	Projects	The Bidder should provide its proposed generic project plan template(s), complete with a Work Breakdown	2/25	Scale 3

		Structure (WBS), for use in delivering projects and explain how it will be effective. The Bidder should explain adjustments that would be made for projects of varying size and complexity (e.g.: Category, I, II and/or III projects as described in the Statement of Work).		
2.4	Contract Initiation and Completion		5/70	
2.4.1	Contract Initiation	The Bidder should provide a Project Management Plan for the Contract Initiation portion of this Solicitation and describe how it will be effective.	2.5/5	Scale 3
2.4.2	Contract Completion	The Bidder should provide a Project Management Plan for the Contract Completion portion of this Solicitation and describe how it will be effective.	2.5/5	Scale 3
2.5	Technical Scenarios		20/70	
2.5.1	Scenario 1 – Inspection, Testing and Repair	<p>DFATD has identified a high rate of premature failure in the building fire pump inventory across its international real property portfolio. Sample inspection and testing of the fire pumps carried out by DFATD identified the critical defect as being the pump motor windings. Based on DAFTD's sampling, the defect was found to be present in all the premature failures, as well as in other fire pumps that appeared to be operating normally. The overall defect occurrence rate is approximately 25 to 30 percent (%) of all fire pumps and is not strictly limited to any one manufacturer.</p> <p>Given the above findings, DFATD has directed its internal resources and/or contractors to inspect, test and repair any fire pumps found to have the defect in the assets managed by the contractor. The nature of the defect is such that the fire pumps can be inspected and tested in situ. However, for those fire pumps found to have the defect, the necessary repair consists of rewinding the motor. Therefore, any fire pumps found to have the defect will need to be removed from the building for the repairs to be carried out.</p> <p>Due to the important life safety function of the fire pumps, DFATD is asking that inspection and testing of all fire pumps</p>	4/20	Scale 3

		<p>be completed within six (6) weeks. Any motor found to have the defect must be repaired and reinstalled within twelve (12) weeks.</p> <p>As the Contractor, you are responsible for two (2) high profile assets through which consular activities are provided. Within each of these buildings the fire pump system is arranged the same. There is one primary pump and one back-up pump; therefore there are four (4) pumps in total.</p> <p>Describe in detail how you would respond to DFATD's requirement to inspect and test all fire pumps and repair and reinstall those fire pumps found to have defective motors.</p> <p>The Bidder should identify its proposed steps for responding that demonstrate its understanding of and compliance with the requirements of this Solicitation. State any assumptions made relative to the scenario, however, do not assume that any step is completed. Assumptions should be explained and demonstrated to be reasonable given the scenario.</p>		
2.5.2	Scenario 2 - Occupation Health and Safety	<p>You are the Contractor managing DFATD's London Mission contract. For the first two years of the contract, the occurrence of injuries to your staff, and/or your subcontractors working within the portfolio, as well as building tenants, has been in line with industry norms. However, in the last six months, there has been a marked change in performance with three lost time injuries occurring. This is unacceptable and must be investigated to determine whether there are deficiencies within your Occupation Health and Safety Program, or its application.</p> <p>The specifics of the three lost time injuries are given below:</p> <ul style="list-style-type: none"> - in one building, an electrician from your Electrical Maintenance Subcontractor was electrocuted and seriously injured during 		

		<p>routine fluorescent lamp maintenance work in office space. The electrician was working with 230 Volt equipment after he had de-energized the work area. However, he had not locked out and tagged out the circuit. A cleaner from your Cleaning Subcontractor entered an adjacent office space and found the lights off. On finding the lights off in its work area, the cleaner went to the panel and found the circuit shut off and turned the circuit back on. The electrician, in the middle of replacing a ballast, was electrocuted. Both you and your Electrical Maintenance Subcontractor have written lockout/tag out procedures. Also, your contract with your Cleaning Subcontractor prohibits cleaners from entering electrical rooms, panels, and subpanels.</p> <ul style="list-style-type: none"> - in the other building, Subcontractor "D" was engaged by you to re-lamp and replace the ceiling grid in a vacated office area. Subcontractor "E" was engaged to renovate washrooms throughout the building. Subcontractors' "D" and "E" were provided with access to the small loading dock area and adjacent freight elevator 		
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		<p>to bring materials into the building and transport them to their individual construction areas. On the morning of the accident, Subcontractors “D” and “E” were in the loading dock area unloading materials at the same time. An employee of Subcontractor “D” was on the floor of the parking bay unloading materials from the side door of his van. A supplier to Subcontractor “E” was in an area adjacent to the employee of Subcontractor “D” unloading sheets of drywall from his flatbed truck using the truck-mounted loader crane. During craning of the drywall from the truck to the loading dock, the load shifted and fell off the drywall fork and down between the truck and the van, striking the employee of Subcontractor “D” in the back, temporarily pinning him against the van.</p> <ul style="list-style-type: none"> - the washroom floor was mopped just prior to 7:00PM (end of normal operational hours); the Cleaning Subcontractor’s cleaner did not post a “wet floor” sign; an occupant on the way out of the office for the day used the washroom and 		
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		<p>slipped on the wet floor, fell, and suffered a concussion</p> <p>Assumption:</p> <ul style="list-style-type: none"> - the individuals described within the incidents themselves have received the necessary medical attention and have returned to work <p>Describe how you would investigate the situations and identify the adjustments in performance required. The Bidder should identify its proposed steps for responding that demonstrate its understanding of and compliance with the requirements of this Solicitation. State any assumptions made relative to the scenario, however, do not assume that any step is complete.</p> <p>Assumptions should be explained and demonstrated to be reasonable given the scenario.</p>		
2.5.3	Scenario 3 - Transition	<p>You are the Contractor managing the DFATD's London Mission contract. The Technical Authority advises you in writing on October 1, 2022, that effective April 1, 2023, additional DFATD buildings will be transferred into your contract for your management.</p> <p>The additional DFATD buildings consist of the following:</p> <ul style="list-style-type: none"> - one (1) Head of Mission Residence occupied by the High Commissioner to the UK with approximately 400m² sq. m. of residential space 	4/20	Scale 3

		<p>and event/representation space used for meetings and hosting foreign dignitaries. The Head of Mission Residence must be staffed after-hours for special events by event support and cleaning staff.</p> <ul style="list-style-type: none"> - twenty (20) DFATD-owned staff quarter residences currently managed by DFATD resources located in various areas in London. <p>Describe the in-contract transition that you would undertake for the above situation. Your response should include outlines of the In-Contract Transition Plan.</p> <p>The Bidder should identify its proposed steps for responding that demonstrate its understanding of and compliance with the requirements of this Solicitation. State any assumptions made relative to the scenario, however, do not assume that any step is complete.</p> <p>Assumptions should be explained and demonstrated to be reasonable given the scenario.</p>		
2.5.4	Scenario 4 - Project Delivery Services	<p>You are the Contractor managing DFATD's London Mission. The Technical Authority advises you that there are a number of high-priority projects underway in the additional buildings scheduled to be transferred into the Contract on April 1, 2023 (identified in 2.5.3 above). You are expected to familiarize yourself with and assume responsibility for the successful delivery of these projects.</p> <p>DFATD In-house Staff are in the midst of delivering a program of projects to replace exterior cladding</p>		

		<p>on twenty (20) staff quarter residences over a two-year period. The program, which is being funded through a short-term Government of Canada infrastructure initiative, was approved in the 2022/23 Mission Maintenance Workplan (MMW), for delivery by March 31, 2024. Now in the first year of implementation, DFATD Staff have already submitted the business cases for each of the twenty (20) staff quarters and received preliminary project approval to proceed with the further development of plans, specifications and more refined cost estimates. They were just about to engage a design consultant for this work when the Technical Authority advised them of DFATD's intent to transfer responsibility for the staff quarter residences to you.</p> <p>Upon notification of the intent to transfer, DFATD In-house Staff ceased work on the program.</p> <p>According to the master project schedule, the following were the proposed milestone dates:</p> <ul style="list-style-type: none"> - tender ready plans and specifications completed by December 31, 2022; - tender and award of the construction contract by February 28, 2023; - construction complete by October 31, 2023. <p>In the various business cases prepared to secure preliminary project approval, DFATD In-house Staff had identified the following project risks:</p> <ul style="list-style-type: none"> - the joints in the stone 		
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		<p>coping cap on the exterior wall of five of the buildings may have used a lead-based tint to colour the grout; the coping needs to be removed to accommodate the new exterior cladding;</p> <p>As the new contractor effective April 1, 2023, and in light of the short-term opportunity presented by the Government of Canada infrastructure initiative, it is important that you complete replacement of the exterior cladding replacement program by the end of the 2023/2024 fiscal year (March 31, 2024).</p> <p>Provide a Project Management Plan and work breakdown structure to describe how you would deliver the program of exterior cladding replacement projects by the end of the 2023/2024 fiscal year.</p> <p>The Bidder should provide considerations that would ensure project success and provide best value to DFATD as described in this Solicitation.</p> <p>The Bidder should identify its proposed steps for responding that demonstrate its understanding of and compliance with the requirements of this Solicitation. State any assumptions made relative to the scenario, however, do not assume that any step is complete.</p> <p>Assumptions should be explained and demonstrated to be reasonable given the scenario.</p>		
2.5.5	Scenario 5 - Expenditure Management	During a verification of the previous fiscal year allowable labour costs for project delivery work invoiced by	4/20	Scale 3

		<p>you, the Contractor, DFATD has determined that the labour cost for certain individuals is unusually high. More specifically, one of your environmental technical professionals, one building systems specialist, and one occupational health and safety specialist, have each been billed in excess of 500 hours for the year exclusively against Project Delivery Work, for a total of more than 1500 hrs.</p> <p>While project delivery work volumes for the year in question were known to be higher than normal, you did not identify any unusually high project delivery labour effort for your technical professionals and specialists in your human resource utilization plan. Additionally, there was no indication of this increased labour in any of the individual project specific business cases. Further, based on allowable direct labour costs invoiced in previous years, these three resources are known to provide significant support to the Property Management Services Work, as well as have corporate responsibilities.</p> <p>The Technical Authority has brought the above findings to your attention.</p> <p>Describe how you would investigate this situation and how you would respond to the Technical Authority's findings. Your response should explain the labour charges put forth and demonstrate that the Basis of Payment has been respected.</p> <p>The Bidder should identify its proposed steps for responding that demonstrate its understanding of and compliance with the requirements of this Solicitation.</p>		
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		<p>State any assumptions made relative to the scenario, however, do not assume that any step is complete.</p> <p>Assumptions should be explained and demonstrated to be reasonable given the scenario.</p>		
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3	Financial Rating		30/100	
3.1	Fees		20/30	
3.1.1	Property Management Service Fees	Monthly Management Fee.	20/20	As per Attachment 1 to Part 3 of the RFP
3.1.2	Project Delivery Services (CAT I & II) Fee – Projects Valued at Less Than \$1M	Project Delivery (PDS) Fee.		As per Attachment 1 to Part 3 of the RFP
3.1.3	Optional Project Delivery Services (CAT III) Fee – Projects Valued at \$1M to less than \$20M	Optional Project Delivery Services (OPDS) Fee – Projects Valued at \$1M to less than \$20M		As per Attachment 1 to Part 3 of the RFP
3.2	Financial Scenarios		10/30	
3.2.1	Scenario 1 – Inspection, Testing and Repair	<p>In relation to the response prepared for Criterion 2.5.1 (Scenario 1), the Bidder should provide:</p> <p>A listing and description of all labour, subcontracts or other cost elements; and</p> <p>An explanation of the estimated level of effort for all labour; and</p> <p>An estimate of all Allowable Costs and Fees, as per the Basis of Payment, of providing the services described in the response.</p>	5/10	Scale 3

3.2.2	Scenario 4 – Project Delivery Services	In relation to the response prepared for Criterion 2.5.4 (Scenario 4), the Bidder should provide: A listing and description off all labour, subcontracts or other cost elements; and An explanation of the estimated level of effort for all labour; and An estimate of all Allowable Costs and Fees, as per the Basis of Payment, of providing the services described in the response.	5/10	Scale 3
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4. Score Calculations

4.1 Total Overall score 100% is based on Technical 70% and Financial 30%

4.2 Technical/Financial Point Rated

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

Scores will be distributed as follows:

Score	Weight (%) Assigned to Criterion
0	0%
1	20%
2	40%
3	60%
4	80%
5	100%

4.2.2 Bidders must obtain a minimum of 42 of the available points, or 60% overall, for the technical rated criteria to be considered responsive.

4.3 Scales

The following three (3) scales will be used:

4.3.1 Experience – Scale 1

0	Information is not submitted or cannot be evaluated or does not meet the minimum solicitation requirement and/or the Experience is not relevant to the solicitation requirement
1	Proposal demonstrates minimum experience in providing the services as per the solicitation requirements and/or the proposal presented little experience relevant to the solicitation requirement.
2	Proposal demonstrates little experience beyond minimum experience in providing the services as per the solicitation requirements and/or the proposal presented experience that is only partially related to the solicitation requirement and/or presents a significant weakness in experience.
3	Proposal demonstrates some experience beyond minimum requirements in providing the services as per the solicitation requirements and/or presented Experience is mostly related to the solicitation requirement but presents minor Weaknesses.
4	Proposal demonstrates significant experience in providing the services as per the solicitation requirements and/or presented experience directly related to the solicitation requirement and/or the experience covers all the significant services of the solicitation requirement.
5	Proposal demonstrates very strong experience in providing the services as per the solicitation requirements and/or the experience presented fully covers and is directly related to the solicitation requirement.

4.3.2 Organizational Structure – Scale 2

0	Bidder's information submitted was not relevant to the criterion or failed to submit response.
1	<p>Proposed Organization lacks resources to meet all solicitation requirements.</p> <p>Proposal demonstrates little understanding of the solicitation requirements, and the proposed approach does not address important factors and demonstrates little understanding.</p> <p>Proposed approach has significant weaknesses and is not likely to meet solicitation requirements.</p> <p>Proposal poses substantive risk and/or lacks a risk management strategy.</p>
2	<p>Proposed Organization does not cover most elements and is unlikely to meet all solicitation requirements, provide good services or value.</p> <p>Proposal demonstrates some understanding of the solicitation requirements, and the proposed approach addresses some important factors but does not demonstrate adequate understanding.</p>

	<p>Proposed approach has weaknesses and is not likely to meet all solicitation requirements or be effective.</p> <p>Proposal poses medium risk and/or demonstrates a weak risk management strategy.</p>
3	<p>Proposed Organization covers most elements and is likely to meet solicitation requirements.</p> <p>Proposal demonstrates adequate understanding of the solicitation requirements, and the proposed approach addresses most factors and demonstrates adequate understanding.</p> <p>Proposed approach has minor weaknesses and is likely to meet solicitation requirements.</p> <p>Proposal poses medium-low risk and/or demonstrates an adequate risk management strategy.</p>
4	<p>Proposed Organization covers all elements and demonstrates a strong organization that will meet all solicitation requirements, provide good services and value.</p> <p>Proposal demonstrates a very good understanding of the solicitation requirements, and the proposed approach addresses all important factors and demonstrates a very good understanding.</p> <p>Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective and yield good results.</p> <p>Proposal poses low risk and/or demonstrates a good risk management strategy.</p>
5	<p>Proposed Organization covers all elements, is likely to meet all solicitation requirements, deliver excellent service and provide best value.</p> <p>Proposal demonstrates expert understanding of the solicitation requirements, and the proposed approach addresses all important factors and demonstrates expert understanding.</p> <p>Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective and yield excellent results.</p> <p>Proposal poses no apparent risk and/or demonstrates an excellent risk management strategy.</p>

4.3.3 Generic Scale – Scale 3

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

2	<p>Proposal demonstrates some understanding of the solicitation requirements, and the proposed approach addresses some important factors but does not demonstrate adequate understanding.</p> <p>Proposed approach has weaknesses and is not likely to meet all solicitation requirements or be effective.</p> <p>Proposal poses medium risk and/or demonstrates a weak risk management strategy.</p>
3	<p>Proposal demonstrates adequate understanding of the solicitation requirements, and the proposed approach addresses most factors and demonstrates adequate understanding.</p> <p>Proposed approach has minor weaknesses and is likely to meet solicitation requirements.</p> <p>Proposal poses medium-low risk and/or demonstrates an adequate risk management strategy.</p>
4	<p>Proposal demonstrates a very good understanding of the solicitation requirements, and the proposed approach addresses all important factors and demonstrates a very good understanding.</p> <p>Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective and yield good results.</p> <p>Proposal poses low risk and/or demonstrates a good risk management strategy.</p>
5	<p>Proposal demonstrates expert understanding of the solicitation requirements, and the proposed approach addresses all important factors and demonstrates expert understanding.</p> <p>Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective and yield excellent results.</p> <p>Proposal poses no apparent risk and/or demonstrates an excellent risk management strategy.</p>

4.4 Operational Baselines

- 4.4.1 The following Operational Baselines are estimates of the volume of Work which is expected to be completed through the base period of the resulting Contract. The Baselines are provided to assist the preparation of bids and will be used to calculate the Total Expected Fee that Canada would expect to pay under term of the resulting Contract.

Services	Operational Baseline for Evaluation
Expected Property Management Services	\$10,258,790
Expected Project Delivery Services (CAT I & II)	\$2,800,847
Expected Optional Project Delivery Services (CAT III)	\$2,460,000

4.5 Financial Fees

4.5.1 The Bidder is to propose Management Fees, a Project Delivery Services Fee, and an Optional Project Delivery Services Fee, using the Financial Bid Form detailed in Attachment 1 of Part 3 of the RFP. The Bidder is to provide separate Fees, as follows:

- Management Fee for the duration of the contract (expressed as a monthly amount in Pounds Sterling) for the period from the Operational Start Date to 31 March 2026; and
- Project Delivery Services Fee (PDS Fee) (Expressed as a percentage) for the period from Contract Award to 31 March 2026.
- Optional Project Delivery Services Fee (OPDS Fee) not greater than the PDS Fee (expressed as a percentage) for the period from Contract Award to 31 March 2026.

Note*: Management Fees that are made in a foreign currency must be converted to Canadian currency for evaluation. The Bank of Canada rate published by 16:30 ET on the bid closing date, must be applied as a conversion factor to the bids made in foreign currency.

4.6 Calculation of Total Expected Fee

4.6.1 All qualified bids that have met the mandatory criteria and received a technical score will have their Total Expected Fee calculated as follows:

- Expected Management Fees = (Expected Property Management Services X 48 months)
- Expected Project Delivery Services (PDS) Fees = (Expected Project Delivery Services X Project Delivery Services (PDS) Fee Percentage)
- Expected Optional Project Delivery Services (OPDS) Fees = (Expected Optional Project Delivery Services X Optional Project Delivery Services (OPDS) Fee Percentage)
- **Total Expected Fee** = Expected Management Fees + Expected Project Delivery Services (PDS) Fees + Expected Optional Project Delivery Services (OPDS) Fees

4.7 Evaluation of Fees

4.7.1 Financial bids are evaluated by scoring the bidders in relation to the average fee bid by all bidders

- First Normalized Fee is calculated for each bid using the following formula:

Formula	Explanation
$1 - \sqrt{\left(\frac{x_i - \bar{x}}{\bar{x}}\right)^2}$	x_i = Total Expected Fee of the bidder \bar{x} = Average Total Expected Fee of all bidders

- 4.7.2 Bidders are then ranked from 1 to the total number of bidders in ascending order, where the lowest Total Expected Fee is ranked first (1st)
- 4.7.3 A Correction Factor is then applied to the normalized fee based on the number of bidders to favor lower bid fees. All responsive bids will be ranked as follows:

Rank	Correction (%)
1	100%
2	80%
3	60%
4	40%
5	20%
5+	0%

- 4.7.4 Finally, a Price Score (PS) will be assigned based on the following formula:

$$\text{Price Score (PS)} = \text{Normalized Score} \times \text{Correction Factor} \times 20$$

4.8 Example using Four (4) Bidders

4.8.1 Bid Fee Information

Bidder	Property Management Bid Fee (monthly)	Project Delivery Services (Cat I&II) Bid Fee Percentage	Optional Project Delivery Services (Cat III) Bid Fee
Bidder A	\$11,503	8.0%	5.0%
Bidder B	\$7,278	9.0%	10.0%
Bidder C	\$10,818	10.0%	10.0%
Bidder D	\$8,513	12.0%	9.0%

4.8.2 Calculate Total Expected Fees for Each Bidder, Average Expected Fee, and Standard Deviation:

Bidder	Property Management Bid Fee	Expected Property Management Fees	Project Delivery (Cat I&II) Bid Fee Percentage	Expected Project Delivery Fees (Cat I&II)	Optional Project Delivery (Cat III) Bid Fee	Expected Optional Project Delivery (Cat III) Fees	Total Expected Fees
	Operational Baseline	10,258,790	Operational Baseline	2,800,847	Operational Baseline	2,460,000	
Bidder A	\$11,503	\$552,144	8.0%	\$224,068	5.0%	\$123,000	\$899,212
Bidder B	\$7,278	\$349,344	9.0%	\$252,076	10.0%	\$246,000	\$847,420
Bidder C	\$10,818	\$519,264	10.0%	\$280,085	10.0%	\$246,000	\$1,045,349
Bidder D	\$8,513	\$408,624	12.0%	\$336,102	9.0%	\$221,400	\$966,126
Average Expected Fee							\$939,526.58

4.8.3 Calculate Normalized Score and rank for each bidder. Then apply Correction Factor and calculate score out of 20.

Estimated Total Cost of contract	Total Expected Fee	Normalized Score	Rank	Correction (%)	Price Score (out of 20)
Bidder A	\$899,211.76	0.957090	2	80%	15.31
Bidder B	\$847,420.23	0.901965	1	100%	18.04
Bidder C	\$1,045,348.70	0.887367	4	40%	7.10
Bidder D	\$966,125.64	0.971689	3	60%	11.66

APPENDIX H

ATTACHMENT 1 TO PART 5 OF THE BID SOLICITATION

COVID-19 vaccination requirement certification

I, _____ (*insert first and last name*), as the representative of
_____ (*insert name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*insert name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion, or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to ten (10) weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*insert name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*insert name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored, and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

ATTACHMENT 2 TO PART 5 OF THE BID SOLICITATION

Requirements

- 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.

List of Names

[illegible]

APPENDIX J

ATTACHMENT 3 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 the [Employment and Social Development Canada \(ESDC\) - Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

Date: _____ Instructions to the Bidder: (insert YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: 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 one hundred (100) permanent full-time and / or permanent part-time employees.
- ☐ A5. The Bidder certifies having a combined workforce in Canada of one hundred (100) or more permanent full-time and/or permanent part-time employees.
- ☐ 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. Instructions to the Bidder: Check only one of the following:

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

or

- ☐ B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting

Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

APPENDIX K

ATTACHMENT 1 to PART 2 - BIDDER INSTRUCTIONS OF THE BID SOLICITATION

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. 08324-200590/B** 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

APPENDIX L
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 Ten Million Dollars (**\$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 twelve (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.
- o. All Risks Tenants Legal Liability: to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum one hundred and twenty (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 One Million Dollars (**\$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 twelve (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.