

REQUEST FOR PROPOSAL (RFP)

Electrical Maintenance and Repair Services At the David Florida Laboratory (DFL) in Ottawa

Bid Submission Deadline: March 3, 2023 at 2:00 PM (EST)

Submit Bids to: Canada Post Corporation's (CPC) Connect service or by fax 819-997-9776

Reference: CSA File No. 9F023-20220316

Note: Please read this Request for Proposal carefully for further details on the requirements and bid

submission instructions.



February 16, 2023



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PART 1 - GENERAL INFORMATION

1. Summary

The Canadian Space Agency wants to retain electrical maintenance and repair services for The David Florida Laboratory (DFL) in Ottawa, on an as and required basis, for a variety of renovations, maintenance. repairs and retrofits.

Period of the Contract

From April 1, 2023 to September 30, 2024

Optional periods(s)

This request is for the award of an eighteen (18) month contract, with four (4) irrevocable options of one (1) year each, which allows Canada to extend the term of the contract.

Work location

The work will take place at the David Florida Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa, Ontario, K2H 8S2).

Travel

As travel is not required, no travel expenses will be reimbursed.

Official languages

The contractor must be able to provide staffs that are able to communicate and draft documents in English.

2. Security Requirement

There are security requirements associated with this requirement. For additional information, consult Part 5 - Security, Financial and Other Requirements, and Part 6 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

3. Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

4. Optional site visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the David Floriday Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa, Ontario, K2H 8S2) on February 23th, 2023. The site visit will begin at 13:00 EST, in Building 65 Main Lobby located off parking lot p-9.

Bidders must communicate with the Contracting Authority no later than 11:00 EST on February 22, 2023 to confirm attendance and provide the name(s) of the person(s) who will attend, security requires names a minimum of 24 hours beforehand. Bidders will not be allowed to attend the site visit if they have not been pre-approved and listed for access. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



5. The Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the 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.

6. Maximum Funding

The total maximum funding available for the contract resulting from the bid solicitation is \$770,000.00, \$210,000.00 for the initial contract period and \$140,000.00 for each option year, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate. This disclosure does not commit Canada to pay the maximum funding available. Bids valued in excess of this amount will be considered non-responsive.

7. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

8. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information is s available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1. SACC Manual Clauses

<u>The document 2003</u> (2022-03-29) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca

2. Submission of Bids

This bid solicitation allows bidders to use the 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.

Bids must be submitted:

By Canada Post Corporation's (CPC) Connect service:

https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page

Canada Post Corporation's (CPC) Connect service: Section 08 (2022-03-29) - Transmission by CPV Connect service of document 2003 (2022-03-29) - Standard Instructions - Goods or Services - Competitive Requirements
Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca

• Or by Fax 819-997-9776

at the date, time and place indicated on the front page of this bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY

3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority Denise.chessie@asccsa.gc.ca later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of **Ontario**.

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.

5. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

6. Direct Deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

Prices must appear in the financial offer only. Pricing must not be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- 3 separate documents
 - a) use a numbering system that corresponds to that of the Request for proposal

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs, which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6 for a description of allowable costs.

Bidders must submit their financial bid in accordance with <u>Annex J</u> – Financial Proposal. The total amount of Goods and Services Tax must be shown separately, if applicable.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Evaluation Criteria

2.1 Mandatory Criteria

At Bid closing time, the Bidder must comply with the Mandatory Requirements outlined in **Annex H** and provide the necessary documentation to support compliance.

Any Bid which fails to meet all the Mandatory Requirements outlined in **Annex H**, will be declared non-responsive. Each requirement is requested to be addressed separately.

2.2 Point Rated Technical Criteria

To be declared responsive, a bid **MUST** achieve a pass on rated requirements outlined in **Annex H**.

3. Financial Evaluation

3.1 Mandatory Financial Criteria

The maximum funding available for the contract resulting from the bid solicitation is \$770,000.00, \$210,000.00 for the initial contract period and \$140,000.00 for each option year, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate.

Bids valued in excess of this amount will be considered non-responsive.

This disclosure does not commit Canada to pay the maximum funding available.

3.2 Point Rated Financial Criteria

SACC Manual clause A0220T (2014-06-26) Evaluation of price.

Bidders must submit their financial bid in accordance with Annex J – Financial Proposal of this bid solicitation.

The amount of hours needed for this request being unknown, we will evaluate the financial proposals using the estimates provided in Annex J.

4. Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 50 points.



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

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

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		ore 115/135 89/135		92/135
Bid E	valuated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations Pricing Score		45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Ov	verall Rating	1st	3rd	2nd



PART 5 - CERTIFICATIONS

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.

1. Certifications Required with the Bid

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

1.1 Certification – Contract

SACC Manual Clause A3015C (2014-06-26)

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default

2. Certifications Precedent to the Issuance of a Contract

2.1 Security Requirements

Before the contract award, the following conditions **MUST** be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- 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 6 - 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;

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

2.2 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 with FPS, bidders must provide the information required below before contract award.



2.2.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

2.2.2 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 FPS 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 <u>Contracting Policy Notice: 2012-2</u> and the Guidelines on the Proactive Disclosure of Contracts.

2.2.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Forc	e Adjustment
Directive?	

Yes () No ()

If so, the Bidder must provide the following information:

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



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

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

2.3 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 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.

2.4 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the Ineligibility and Suspension Policy; http://www.tpsqc-pwqsc.qc.ca/ci-if/politique-policy-eng.html
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

2.5 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. (See **Annex F** Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). (See **Annex F** Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

2.6 Insurance Requirements

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

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



2.7 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.

2.8 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.

2.9 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information https://srisupplier.contractscanada.gc.ca/.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN):	
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2.10 Certification - Bid

SACC Manual Clause <u>A3015T</u> (2014-06-26)

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

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CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- **1.1.** Certification Contract
- 2.1 Security Requirements
- **2.2** Former Public Servant
- **2.3** Federal Contractors Program for Employment Equity Bid Certification
- 2.4 Ineligibility and Suspension Policy
- **2.5** Integrity Provision List of Names
- 2.6 Insurance Requirements
- 2.7 Status and Availability of Resources
- **2.8** Education
- 2.9 Procurement Business Number
- 2.10 Certification Bid

By signing below, I certify, on behalf of the Bidder, that I have read the entire bid solicitation, including the documents incorporated by reference into the solicitation and that:

- 1. the Bidder considers itself and the resources it proposes able to meet the mandatory requirements described in the bid solicitation;
- 2. the bid is valid for the period indicated in the Standard Instructions 2003 (2022-03-29) goods or services competitive requirements;
- 3. all information provided in this submission is complete and accurate;
- 4. If a contract is awarded to the Bidder, the Bidder will accept all of the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature	Date
Name (print or type) of person authorized to sign on beha	If of the Organization
Phone :	
E-Mail :	



PART 6 - RESULTING CONTRACT CLAUSES

1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- General Conditions:
 - o **2010C** (2022-12-01), Services (medium complexity);
- Annex C, Statement of Work;
- Annex B, Basis of payment;
- Annex D, Security Requirements Check List (SRCL);
- Annex I, Insurance requirements, and;
- the Contractor's proposal dated ______ (To be inserted at contract award)

2. Statement of Work

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

3. 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 issued by Public Works and Government Services Canada. https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

3.1 General conditions

2010C (2022-12-01), Services (medium complexity)
Section 3.2010C - General Conditions - Services (Medium Complexity) - Buyandsell.gc.ca

3.2 Replacement of specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide
 the services of those individuals unless the Contractor is unable to do so for reasons beyond its
 control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



3.3 Inspection and Acceptance of the work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

4. Security Requirements

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide, attached at **Annex D**;
 - b) Contract Security Manual (Latest Edition).

5. Term of Contract

From April 1, 2023 to September 30, 2024

5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **four** (4) additional periods, of one year each, under the same terms 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.

Canada may exercise any or all option years to be awarded at any time during the contract period by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6. Basis of Payment

6.1 Limitation of expenditure

For the Work described the Statement of Work in **Annex C**, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in **Annex B** to a limitation of expenditure of \$______ (insert the amount at contract award). Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the Contract expiry date, or
- c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7. Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada:
- c) the Work performed has been accepted by Canada.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed:
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts and vouchers for all direct expenses;

Invoices must be distributed as follows:



One (1) copy must be forwarded to the following address Facturation.invoicing@asc-csa.gc.ca for certification and payment

CANADIAN SPACE AGENCY
9F023 - FINANCIAL SERVICES
Facturation.invoicing@asc-csa.gc.ca

One (1) copy must be forwarded to the Project Authority.

Special instructions:

Begin work only after receiving written approval issued by the CSA/DFL Project Authority. This approval to proceed will be issued only after the CSA/DFL Project Authority and the Contractor have agreed on the cost of work. The Contractor must advise the CSA/DFL Project Authority if the cost of the work will exceed the initial amount agreed upon, in writing, before continuing any work. Revised written instructions will be provided by the CSA/DFL Project Authority confirming approval.

If such approval is not received in writing by the CSA/DFL Project Authority confirming the revised repair amount, CSA/DFL will not be responsible to pay any amount exceeding the initial repair cost that was agreed upon.

Invoice the CSA/DFL once upon completion of all work performed for a given task, such as an inspection or maintenance event. All invoices relating to quarterly and annual inspections must be charged at the rate specified in the contract for the applicable period. All invoices for any additional repair or maintenance service must be accompanied by a breakdown of work performed including the number of labour hours, and back-up invoices from suppliers and sub-trades showing actual amounts paid for materials and mark ups (if applicable).

The CSA/DFL Project Authority can request that the contractor provide a free estimate for additional work on stand-by generators, such as repairs, new installations and retrofits. Quoted work will not necessarily be approved and the contractor must not proceed until such approval is obtained. If work is agreed upon, the invoice must be billed according to the above instructions with the necessary breakdown.

9. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp

10. Applicable Laws

Any resulting contract must be	nterpreted and governed, and the relations between the parties determined
by the laws in force in	(to be inserted at contract award)

11. Contracting Authority

The Contracting Authority for the Contract is:

Denise Chessie Sector: **Procurement and Contract Administration** Canadian Space Agency 6767 route de l'Aéroport Saint-Hubert, QC Canada J3Y 8Y9



Telephone: (506) 429-3478

E-Mail: denise.chessie@asc-csa.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.

12. Project Authority (To be inserted at contract award)

Name:
Title:
David Florida Laboratory
Canadian Space Agency
3701 Carling Avenue, CP11490, Succ. H,
Ottawa Ontario K2H 8S2
Telephone:
E-Mail:

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

13. Contractor's Representative (To be inserted at contract award)

The Contractor's Representative for the Contract is:

Name: Contractor: Telephone: E-Mail:

14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 1. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 2. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

15. Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX E.



16. 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.

17. 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

18. Insurance Requirements

SACC Manual clause G2001C (2018-06-21) Commercial General Liability Insurance

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

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.

19. Office of the Procurement Ombudsman clause

19.1 Recourse for suppliers with respect to the Procurement Process

- a) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b) There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.
- c) Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

19.2 Contract Clauses

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.



To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

20. Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be
 required, double sided printing in black and white format is the default unless otherwise specified
 by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).



ANNEX B Basis of Payment



All fees indicated below are firm and include travel fees, truck and fuel charges, labour, profit and administration of the firm. Customs duties are included, and **Applicable Taxes are extra**.

Hourly rate for work in regular working hours

The hourly rate for work in regular working hours is designed to cover the costs incurred by the Contractor in executing a construction and/or maintenance project in an area where the CSA/DFL employees may be continuing their activities. This rate applies to all construction and/or maintenance costs for projects or parts of projects executed during regular working hours Monday-Friday (from 7:30 a.m. to 4:00 p.m.).

Hourly rate for work performed outside regular working hours

The hourly rate for work performed outside regular working hours is designed to cover costs incurred by the Contractor when executing a construction and/or maintenance project on evenings, weekends or statutory holidays. This rate applies to all construction and/or maintenance projects or parts of projects executed outside regular working hours (from 4:00 p.m. to 7:30 a.m.), as well as weekends and statutory holidays.

Hourly rate for work performed on an emergency basis

The hourly rate for work performed on an emergency basis is designed to cover the costs incurred by the Contractor in executing emergency service. This hourly rate aims to compensate for timely response not to exceed two (2) hours.

Weekly rate for on-call staff (weekly charge to have an electrician on-call)

The company shall ensure that one or more staff is available 24 hours a day seven days a week, including holidays via a phone or pager service.

The company shall ensure that the person or persons are able to reach the David Florida Laboratory and provide service within two (2) hours.

Percentage mark-up on materials/parts, specialized and unusual equipment and tools

These markups are to include all burdens, overheads, truck and fuel charges and similar fees.

Work schedule - Monday to Friday, 7:30 a.m. to 4:00 p.m.

	Year 1 April 1 st , 2023 to Sept. 30 th , 2024	Option Year 1 Oct. 1 st , 2024 to Sept. 30 th , 2025	Option Year 2 Oct. 1 st , 2025 to Sept. 30 th , 2026	Option Year 3 Oct. 1 st , 2026 to Sept. 30 th , 2027	Option Year 4 Oct. 1 st , 2027 to Sept. 30 th , 2028
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

Overtime - Monday to Friday, 4:00 p.m. to 7:30 a.m.

Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
April 1 st , 2023	Oct. 1st, 2024	Oct. 1st, 2025	Oct. 1st, 2026	Oct. 1 st , 2027



	to Sept. 30 th , 2024	to Sept. 30 th , 2025	to Sept. 30 th , 2026	to Sept. 30 th , 2027	to Sept. 30 th , 2028
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

Overtime - Saturday, Sunday and holidays

	Year 1 April 1 st , 2023 to Sept. 30 th , 2024	Option Year 1 Oct. 1 st , 2024 to Sept. 30 th , 2025	Option Year 2 Oct. 1 st , 2025 to Sept. 30 th , 2026	Option Year 3 Oct. 1 st , 2026 to Sept. 30 th , 2027	Option Year 4 Oct. 1st, 2027 to Sept. 30th, 2028
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

	Year 1 April 1 st , 2023 to Sept. 30 th , 2024	Option Year 1 Oct. 1 st , 2024 to Sept. 30 th , 2025	Option Year 2 Oct. 1 st , 2025 to Sept. 30 th , 2026	Option Year 3 Oct. 1 st , 2026 to Sept. 30 th , 2027	Option Year 4 Oct. 1 st , 2027 to Sept. 30 th , 2028
On-call staff pay	\$/week	\$/week	\$/week	\$/week	\$/week
Minimum hours billed per service call	hour(s)	hour(s)	hour(s)	hour(s)	hour(s)



Materials/parts, specialized and unusual equipment and tools

	Year 1 April 1 st , 2023 to Sept. 30 th , 2024	Option Year 1 Oct. 1 st , 2024 to Sept. 30 th , 2025	Option Year 2 Oct. 1 st , 2025 to Sept. 30 th , 2026	Option Year 3 Oct. 1 st , 2026 to Sept. 30 th , 2027	Option Year 4 Oct. 1 st , 2027 to Sept. 30 th , 2028
Percentage of mark-up on materials/parts, specialized and unusual equipment and tools	%	%	%	%	%

The estimated value of the contract will be \$210,000.00, before tax, for the initial contract period and \$140,000, before tax, for each optional renewal year.



ANNEX C Statement of Work (SOW)



1. OBJECTIVE

The project objective is to provide electrical maintenance and repair services at the David Florida Laboratory (DFL) in Ottawa, on an as and when required basis.

2. BACKGROUND

The David Florida Laboratory (DFL) is Canada's world-class spacecraft assembly, integration and testing center. The Laboratory is maintained and operated by the Canadian Space Agency (CSA). The facilities are located at 3701 Carling Avenue in Ottawa, Ontario as part of a shared, secure campus operated by Communications Research Centre Canada (CRC). The DFL comprises 13,000 m², spread over four levels with a mixed-use space primarily consisting of high bay laboratory clean room environments and office accommodations. Specialized infrastructure is in place to support various testing needs such as thermal vacuum, thermal balance, vibration and radio frequency testing, as well as mass properties.

Built in 1971, the building is home to slightly more than 100 researchers, managers and clients employed by the Canadian space program. Due to aging infrastructure, the CLA/DFL intends to conduct a variety of renovations, maintenance, repair and retrofit work in the years to come. A significant portion of this work must be undertaken pursuant to requests made as part of the operations of the CSA/DFL's various Programs.

3. PROJECT SCOPE

DFL requires a variety of renovations, maintenance, repairs and retrofits and would like to put in place a contract for electrical maintenance and repair services. This will provide personnel with available resources to complete various electrical work on projects.

Blueprints, equipment shop drawings and/or work orders shall be supplied to the Contractor as and when work is required. A calendar shall be drawn up and shall be subject to approval by the contractor as concerns each work item to be performed.

The Contractor must supply equipment, personnel protective equipment (PPE), materials, tools and labour to perform electrical maintenance and repair services, to include but not limited to installation, repair, retrofits and/or maintenance work in accordance with blueprints, drawings, details outlines, work orders and specifications provided by the CSA/DFL.

In the absence of detailed specifications, execute work according to standard CSA/DFL quality standards and written work description provided by the CSA/DFL Project Authority's instructions.

4. STATEMENT OF REQUIREMENTS (Contractor's responsibility)

4.1 Electrical Services

The purpose of this contract is to provide staff to perform the tasks described in these specifications for electrical maintenance and repair and to carry out small jobs.

Every job must be carried out subsequent to a request made on the prescribed requisition form. The following is intended to demonstrate typical services and material used by the CSA/DFL and shall not be construed as a complete list. The Contractor must provide labour, tools and equipment to perform these and other tasks.

a. Work performed during Regular working hours, Monday – Friday, from 7:30 am to 4:00pm Ontario time - Electrical services conducted by the Contractor in executing a construction and/or maintenance project in an area where the CSA/DFL employees may be continuing their activities.



- b. Work performed outside regular working hours, from 4:00pm to 7:30am Ontario time as well as weekends and statutory holidays - Electrical services conducted by the Contractor in executing a construction and/or maintenance project on evenings, weekends or statutory holidays.
- **c. Work performed on an emergency basis -** Electrical services conducted by the Contractor on an emergency basis with a response time not to exceed two (2) hours.
- d. **On-call staff** (an electrician on-call) The Contractor must ensure that one or more staff is available 24 hours a day, seven days a week, including holidays, via a phone or pager services. The company must ensure that the person or persons are able to reach the David Florida Laboratory and provide service within two (2) hours.
- **4.1.1** Electrical Conduit: The CSA/DFL generally uses, but not limited to: EMT/rigid/PVC conduit ½" to 6" with a minimum standard of wire #12AWG T-90 stranded, teck 90 cable with teck connectors of all sizes, SJO-SJOOW flexible cord with compression connectors of all sizes, armoured BX cables, cable trays with accessories and data communication cable CAT-5, fibre optic, profi-bus, and others as specified.
- **4.1.2 Breakers:** The CSA/DFL requires the Contractor to install and troubleshoot 15A to 200A breakers.
- **4.1.3** <u>Distribution</u> The power distribution system servicing the CSA/DFL building consists of a main building 600Vsubstation, centralized and localized transformers which steps down the voltage into either, 120/208V, , 277/480V, or 120/240V, and distribution panels, both centralized in electrical service rooms and localized in clean rooms and other common areas. Currently in the building are approx. 120 electrical panels.

Transformers dry and oil type 5 KVA to 500 KVA. The Contractor is required to perform installation and troubleshooting.

4.1.4 Motor control: CSA/DFL has eight (8) MCC of varying make and model, all installed in between 1978 and 1986. Contractor is required to troubleshoot, install and retrofit MCC, VSD, disconnects, stand alone electrical motors, fuses, SCR's (Standard Magnetic Contactors) and mercury contactors

Breakers: The CSA/DFL requires the Contractor to install and troubleshoot 15A to 600A breakers with ratings between 120V and 600V.

- **4.1.5 <u>Light fixtures:</u>** The CSA/DFL generally uses, but not limited to: fluorescent fixtures with T12,T-8 and T-5 lamps, metal halide ballast and bulbs up to 1000w, LED's and emergency lighting with battery packs. Relamping service will be needed thru the Facility.
- **4.1.6** <u>Fire alarm (Edwards EST-3 Panels):</u> CSA/DFL has a EST-3 fire alarm panel that has been installed and commissioned in 2001. The auxiliary fire alarm devices contained within DFL includes horns, strobes, smoke detectors, heat detectors and pull station. Contractor is required to perform troubleshooting on fire alarm system and isolate the EST circuits for general maintenance, as well as install new circuits complete with verification and commissioning.
- **4.1.7** <u>Public Announcement</u>: Perform maintenance as needed and requested by CSA/DFL on the P.A. system such as general troubleshooting, line check, speaker replacement etc.
- **4.1.8** <u>Emergency Generator</u>: CSA/DFL will request the Contractor to assist in monthly generators tests, perform maintenance of its electrical systems, subsystems and automatic transfer switches.

The above is intended to demonstrate typical services and material used by the CSA/DFL, but shall not be construed as a complete list.

4.2 Labour (the resources)



Assign qualified personnel to provide labour, parts, materials, tools and equipment, for the provision of electrical services on an "as and when requested" basis at DFL.

4.3 Equipment and tools

Contractor must supply equipment and tools to complete the work as per the Project Authority's instructions and/or the Scope of Work; all equipment and tools must be up to date, in good standing and CSA approved.

When requested by the Project Authority, the Contractor may be required to supply specialized or unusual equipment and tools for project execution.

The Contractor must be responsible for having its specialized or unusual equipment and tools delivered to the CSA/DFLloading dock, then transporting said equipment and tools from the loading dock to the work site within 12 hours of delivery.

Specialized or unusual equipment and tools provided by the Contractor at the Project Authorities request will be marked up based on the values provided in the in the Contractors proposal.

4.4 Materials

CSA/DFL reserves the right to supply materials and parts. The Contractor shall be responsible for transporting said materials/parts from the warehouse to the work site.

When requested by the Project Authority, the Contractor may be required to supply materials/parts for project execution, to be delivered and install.

All materials/parts to be new with manufacturer's seal intact and label; all materials/parts used shall be UL, ULC or CSA approved for designated application.

The Contractor shall be responsible for having its materials/parts delivered to the CSA/DFL loading dock, then transporting said materials from the loading dock to the work site within 12 hours of delivery.

Materials/parts provided by the Contractor at the Project Authorities request will be marked up based on the values provided in the in the Contractors proposal.

4.5 Removal of debris

Contractor must remove from the work site at the end of each work shift or as instructed by the Project Authority all rubbish, debris or packaging generated from the work activity. Contractor will be responsible to clean the work area and any other space that has been affected by his activity. All debris shall be disposed into appropriate bins (i.e. metal, paper, garbage) provided by the CSA/DFL.

Contractor must recycle or reuse all rubbish, debris, packaging, etc. generated, when possible.

4.6 Occupational health and safety

Ensure that all labour assigned to projects has received occupational health and safety training required by federal and provincial laws for construction and work in industrial and commercial sites, including but not limited to fall protection, confined spaces and lift operator certification.



The purpose of these requirements is to minimize or eliminate risk to personnel health & safety and to the environment. All Contractors and Sub-Contractors performing work at CSA/DFL facilities are expected to comply with CSA/DFL applicable health and safety guidelines applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices.

All labour shall implement Lock Out/Tag Out that meets applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices to include electrical and other forms of hazardous energy as necessary. All labour must have received prior training and will be briefed on in-house Lock Out/Tag Out (LOTO) procedure by their assigned Project Authority. Procedures must be strictly followed

All LOTO activities MUST be coordinated with the CSA/DFL Project Authority.

4.7 Training

Assign trained, qualified labour. Ensure that all resources assigned to projects have the training, certificates or licenses of qualification require by law prior to performing any work.

4.8 Permits, Licenses and Certificates

All permits, licences and certificates of approval required for the Work to be completed under federal, provincial or municipal legislation shall be obtained by contractor prior or after project completion whatever the case might be; the contractor shall be responsible for any charges imposed by such regulation or legislation. Upon request, Project Authority might ask for a copy of such permit, licence or certificate.

4.9 Building Security

All staff employed by the Contractor, regardless of hours of work, MUST sign IN and OUT and, enter the times of arrival and departure in registers or on sheets provided in a specific designated area. In the event of a dispute and the absence of other evidence, the Register will be regarded as evidence of hours of work. Failure to "sign in or out" will render the entry invalid.

Visitor badge must be prominently displayed at all times.

No audio/visual equipment or cameras are permitted in the buildings.

No cellular phones, 2-way radios or wireless phones are permitted in cleanroom areas.

4.10 Service availability

Ensure that labour is capable and available to perform the work according to the schedule agreed upon by the Contractor and the CSA/DFL within **24 hours** from receipt of request, including 24-hour emergency service with a response time **not to exceed two (2) hours** from when the call is placed to the arrival of a licensed electrician.



ANNEX D

Security Requirements Check List (SRCL)





Contract Number / Numéro du contrat	
20220316	
Security Classification / Classification de sécurité	

	ATION DES EXIGENCES R								
PART A - CONTRACT INFORMATION / PARTIE A -			272110/						
 Originating Government Department or Organization 		Branch or Directorate / Direction générale ou Direction							
Ministère ou organisme gouvernemental d'origine	CSA/DFL	DFL Building Operations							
3. a) Subcontract Number / Numéro du contrat de sou	ıs-traitance 3. b) Name a	and Address of Subcon	itractor / Nom et adresse du so	ous-traitant					
4. Brief Description of Work / Brève description du tra	vail								
Electrical Standing Offer Agreement - Provide electrical s	ervices and materials as needed for t	building operation and ma	intenance department, Preventativ	e maintenace and					
building upkeep.									
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis 				✓ No Yes Non Oui					
5. b) Will the supplier require access to unclassified n	shaisal Data Control	No. Yes							
Regulations?	nintary technical data subject to ti	ne provisions of the Te	erinical Data Control	Non Oui					
Le fournisseur aura-t-il accès à des données tec	hniques militaires non classifiées	s qui sont assujetties a	ux dispositions du Règlement						
sur le contrôle des données techniques?		· · ·							
Indicate the type of access required / Indiquer le ty	pe d'accès requis								
6. a) Will the supplier and its employees require acce	ss to PROTECTED and/or CLAS	SIFIED information, or	assets?	No Yes					
Le fournisseur ainsi que les employés auront-ils	accès à des renseignements ou	à des biens PROTEG	ES et/ou CLASSIFIES?	Non ✓ Oui					
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau		\							
Will the supplier and its employees (e.g. cleaner)			access areas? No access to	✓ No Yes					
PROTECTED and/or CLASSIFIED information of				Non L Oui					
Le fournisseur et ses employés (p. ex. nettoyeur			d'accès restreintes? L'accès						
à des renseignements ou à des biens PROTEG 6. c) Is this a commercial courier or delivery requirem		autorise.		No Yes					
S'agit-il d'un contrat de messagerie ou de livrais		ge de nuit?		No Yes					
a) Indicate the type of information that the supplier	will be required to access / India	uer le type d'informatio	on auguel le fournisseur devra	avoir accès					
Canada 🗸	NATO / OTAN	7	Foreign / Étranger						
¥			Foreign / Etranger						
7. b) Release restrictions / Restrictions relatives à la c	diffusion All NATO countries —		No release restrictions						
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative						
à la diffusion	Toda ica paya de Format		à la diffusion						
Not releasable									
A ne pas diffuser	_	_							
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :						
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser	le(s) pays :	Specify country(ies): / Précis	er le(s) pays :					
	.,	L. 15(5) PL) 5							
7. c) Level of information / Niveau d'information	<u> </u>								
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A						
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A						
PROTECTED B	NATO RESTRICTED		PROTECTED B						
PROTÉGÉ B ✓	NATO DIFFUSION RESTREIN	те 📖	PROTÉGÉ B						
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C						
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C						
CONFIDENTIAL	NATO SECRET NATO SECRET		CONFIDENTIAL						
CONFIDENTIEL	CONFIDENTIEL	ᆜ							
SECRET	SECRET								
SECRET	COSMIC TRÈS SECRET		SECRET	-					
TOP SECRET TRÈS SECRET	TOP SECRET TRÈS SECRET								
TOP SECRET (SIGINT)	TOP SECRET (SIGINT)								
TRÈS SECRET (SIGINT)	TRES SECRET (SIGINT)								

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä.

RFP No.: 9F023-20220316





Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 20220316 Security Classification / Classification de sécurité

DARTA (BURARTIE A (
PART A (continued) / PARTIE A (suite)	d/or CLASSIFIED COMSEC information or assets?	No Ye	5						
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 PROTEGES et/ou CLASSIFIÉS?									
If Yes, indicate the level of sensitivity:									
Dans l'affirmative, indiquer le niveau de sensibilité : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? 7 No Y									
	s ou à des biens INFOSEC de nature extrêmement dé								
Short Title(s) of material / Titre(s) abrégé(s) du mat Document Number / Numéro du document :	ériel :								
PART B - PERSONNEL (SUPPLIER) / PARTIE B - P	ERSONNEL (FOURNISSEUR)								
a) Personnel security screening level required / Ni	veau de contrôle de la sécurité du personnel requis								
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL SECRET SECRET	TOP SECRET TRES SECRET							
TOP SECRET- SIGINT	NATO CONFIDENTIAL NATO SECRET	COSMIC TOP SECRET							
TRÉS SECRET – SIGINT L SITE ACCESS	NATO CONFIDENTIEL NATO SECRE	COSMIC TRÈS SECRET							
ACCES AUX EMPLACEMENTS									
Special comments:	daily electrical technican will be issued an access ba	dae							
Commentaires speciaux : 110 crisic	daily discincal technical will be issued an access us	.go.							
	re identified, a Security Classification Guide must be pro-								
10. b) May unscreened personnel be used for portions	e contrôle de sécurité sont requis, un guide de classific s of the work?	ation de la securite doit etre fourni.	_						
Du personnel sans autorisation sécuritaire peut		✓ Non Ou							
If Yes, will unscreened personnel be escorted?		No Ye							
Dans l'affirmative, le personnel en question ser	a-t-il escorté?	Non Ou	i						
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION (FOURNISSEUR)								
INFORMATION / ASSETS / RENSEIGNEMENT	S / BIENS								
11. a) Will the supplier be required to receive and stor	e PROTECTED and/or CLASSIFIED information or as	sets on its site or No Ye	5						
premises?		. V Non □Ou	i						
Le fournisseur sera-t-il tenu de recevoir et d'ent CLASSIFIES?	reposer sur place des renseignements ou des biens P	ROTEGES et/ou							
11. b) Will the supplier be required to safeguard COM	SEC information or assets?	No TYe	5						
Le fournisseur sera-t-il tenu de protéger des rer		V Non □ Ou	i						
PRODUCTION			_						
44 a) MSII the annulustics (annulfacture and/or annul	discounting of PROTECTED and in CLASSICIED	material as an issuest — No — Vo	_						
occur at the supplier's site or premises?	d/or modification) of PROTECTED and/or CLASSIFIED	material or equipment No Ye							
	production (fabrication et/ou réparation et/ou modification								
et/ou CLASSIFIE?									
INFORMATION TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF À LA TECHNOLOGIE DE L'INFORMA	ATION (TI)							
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIRED Ves									
information or data?		NonOu	i						
renseignements ou des données PROTÉGES et	systèmes informatiques pour traiter, produire ou stocker ou CLASSIFIES?	electroniquement des							
11. e) Will there be an electronic link between the suppli	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 sys	ème informatique du fournisseur et celui du ministère ou		ii						
gouvernementale?			_						
TDC/CCT 250 402/2004/425	County Chartestan / Chartestan de al mai	•							
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité	Compali	•						
		Canada	1.						



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7	of C

Government Gouvernement du Canada

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PART C - (continue For users comple site(s) or premise	ting				e the sum	mary cha	t below to in	dicate the cate	egory(ies	and level	(s) o	safe	egua	rding required	at the su	pplier's	
Les utilisateurs q niveaux de sauve								le tableau réc	apitulatif	ci-dessous	s pou	ır ind	ique	r, pour chaque	catégori	e, les	
For users comple Dans le cas des u dans le tableau re	ıtilis	ateu	rs q		le formula	ire en lig	ne (par Inter		ses aux	questions						aisies	
					30	MIMART	CHART 7	I ADLEAU N	ECAPIII	JUATIF							
Category Catégorie		OTÉC			ASSIFIED ASSIFIÉ		NATO				COMSEC						
	٨	٨	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	TOP SECRET		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	۸	В	С	CONFIDENTIEL		TRES SECRET	
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	
											Yes Oui						
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.																	
										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, classifier 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).																	

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Please Note: 4th page of the SRCL will be added at contract award.



ANNEX E Performance Evaluation Report



_			•				
SA	A #:		Contract #:				
C	ontractor's Name:		Award Amt:		Award Date:		
C	ontractor's Address:		Final Amt:		End Date:		
			Total Spent:				
			TA Contract:	:	☐ Yes	☐ No	
De	escription of Work:	Amendment	History:				
CI	ient Department:						
Project Authority Procurement Authority				PWGSC Contra	cting Author	rity	
Na	ame:	Name:		Name:			
	lephone #: mail:	Telephone #: e-mail:		Telephone # e-mail:			
	How do you rate the Contractor's o	-		e-man.			
	□ below expectations	as expected	above expectat	ions			
2	Resources						
۷.	a. Did the Contractor provide the re	sources as identified in their	Proposal?		☐ Yes	□ No	
	b. Did the Contractor's resources c		•		☐ Yes	☐ No	
	c. Were replacement resources rec	•	nonai mamer:		☐ Yes	□ No	
	c. Were replacement resources rec	quireu :					
3.	Replacement Resources				_	_	_
	a. Did the Contractor's request to re	eplace the resources immedia	ately after Cont	ract Award?	☐ Yes	☐ No	☐ NA
	b. Did the Replacement Resources	meet the requirements of the	e RFP?		☐ Yes	☐ No	☐ NA
	c. How many times were the Contr	actor's resources replaced?			☐ Yes	☐ No	☐ NA
4.	Was the Contract completed wihin	the predetermined:					
	a. Time Estimate?				☐ Yes	☐ No	
	b. Cost Estimate?				☐ Yes	☐ No	
5.	Were the required Reports and De	liverables:					
	a. In conformity with the Scope & T	asks of the SOW			☐ Yes	☐ No	
	b. Received in the specified time fra	ame?			☐ Yes	☐ No	
	•						
6.	Contract Management				_	_	_
	a. Did the Contractor deal with perf	ormance issues in a timely b	asis?		☐ Yes	☐ No	☐ NA
	b. Did the Contractor submit the in-	voices in accordance with the	Invoicing Instru	uctions?	☐ Yes	☐ No	
	c. Did the Contractor submit the in-	voices in accordance with the	Basis of Payn	nent?	☐ Yes	☐ No	
	d. Did the Contractor submit the in-	voices in accordance with the	Method of Pay	/ment?	☐ Yes	☐ No	
	e. Did the Contractor respond to ev	ery TA Request?			☐ Yes	☐ No	☐ NA
	f. Did the Contractor properly respond to every TA Request?				☐ Yes	☐ No	☐ NA
7.	Remarks						



ANNEX F INTEGRITY FORM

To be included with certifications (Section III: Certifications):



Dénomination complète de l'entreprise / Complete Legal Name of Company						
A	Adresse de l'entreprise / Company's address					
N	EA de l'entreprise / Company's PBN number					
Numéro	de l'appel d'offre / Request for proposal's number					
	conseil d'administration (Utilisez le format – Prénom, Nom d of Directors (Use format – First name, Last name					
1. Membre / Director						
2. Membre / Director						
3. Membre / Director						
4. Membre / Director						
5. Membre / Director						
6. Membre / Director						
7. Membre / Director						
8. Membre / Director						
9. Membre / Director						
10. Membre / Director						
Autres Membres / Other m	Autres Membres / Other members:					
Commentaires / Comments						



ANNEX G

Contract Security Program (CSP) Application For Registration (AFR)

Click on the PDF document below to complete the registration form.





The Contract Security Program's (CSP) Application for Registration (AFR) form is used to collect detailed information on your organization's structure, ownership and legal status. This step-by-step guidance will assist you with the completion of the AFR, which is required for the security screening of your organization.

Section A - Business information

Box 1: Enter the legal name of your organization. This would be the legal name that is registered with federal, provincial or territorial authorities.

Box 2: If your organization has a business name that is different than its legal name, enter it here. Otherwise, leave this box blank.

Box 3: Indicate your business type and provide supporting documentation to prove that your organization is legally registered to do business in Canada.

If you check <u>sole proprietor</u>, it means that you are the owner of a registered business, who acts alone, and has no partners. In this case, you must provide the most recent copy of your provincial certificate. The exact term of this document varies by province. For example, in Ontario it is called a Master Business Licence.

If you check <u>partnership</u>, it means that your organization is a partnership. In this case, you must provide a copy of your partnership agreement and partnership registration documentation, as well as ownership structure chart.

If you check <u>corporation</u>, it means that your organization is incorporated at the federal, provincial or territorial level. In this case, you must provide a copy of the most recent certificate and Articles of Incorporation. You must also specify whether your corporation is private or public.

Note: if you are the sole owner of an incorporated business and act alone with no partners, you are still considered a corporation. Do not, in this case, check sole proprietor.

For all other types of business you check "other" and specify the type (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.). To substantiate the type of organization, you must provide evidence of legal status such as acts, charters, bands etc., and an ownership structure chart and a management structure chart.

Box 4: Provide a brief description of your organization's general business activities. For example, if you are a consultant, you must briefly describe the type of consultancy work you do.

Box 5: Provide your organization's Procurement Business Number (PBN), if you have one. A PBN is not mandatory to register with the CSP. However it is used when needed to positively identify organizations with similar names or that may have amalgamated.



A PBN is required to do business with the federal government. It is based on your Canada Revenue Agency business number and uniquely identifies your organization in Public Services and Procurement Canada's (PSPC) procurement and payment systems. If you do not have a PBN, leave this field blank. To obtain a PBN, your organization needs to register in the PSPC's Supplier Registration Information System. Visit Register as a supplier for more information.

Box 6: Self-identify if you are a diverse supplier. This includes businesses owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

Box 7: Enter the physical address of your head office. Virtual locations, mail boxes, receiving offices or coworking spaces etc. will not be accepted.

Box 8: Enter the physical address of your organization's principal place of business if it is different than head office. The business must be located and operated in Canada only. This is also where you must provide the physical address of any additional sites that require a <u>document safeguarding capability.</u>

Box 9: Enter the mailing address of your head office if it is different than its physical address. Box 10:

Enter your organization's website if applicable.

Boxes 11 and 12: Enter the telephone number and fax number of your head office including the country code and any extension number. If your organization does not have a fax, leave box 12 blank.

Box 13: Enter the total number of employees in your organization.

Box 14: Enter the approximate number of employees who will require access to sensitive information, assets or worksites to perform work on the government contract.

Section B - Appointment of security officers

Organizations screened by the CSP must appoint a company security officer (CSO) and alternate company security officer (ACSO). The only type of businesses not required to appoint an ACSO are sole proprietors.

It is important to identify the appropriate individuals you intend to nominate as your organization's CSO and ACSO(s). These individuals will be responsible for organization and personnel security.

Being a CSO can be demanding and time consuming. When identifying the CSO of your organization, it is very important to keep in mind what it takes to be effective in the role. You must also ensure that the individual in question has the capacity to invest the required time to fulfill their obligations. As such, it is vital to identify the appropriate individuals



Security officers must meet all of the following criteria:

- be an employee of the organization;
- physically located in Canada;
- a Canadian citizen or on a case by case basis, a permanent resident of Canada; and
- security screened at the same level as the organization (in some cases the ACSO(s) may require a lower level).

The CSO should also be:

- a person of trust
- knowledgeable about all activities of the organization related to federal government contracts
- directly accessible to senior members of the organization
- able to influence an organization's internal policies and procedures

The CSO plays a vital role in the organization's ability to meet the security requirements of federal government contracts. They are the official point of contact with the CSP and are responsible to notify the CSP of any changes within the organization. Additionally, they are accountable to the program for all contract security matters. The ACSO shares the responsibilities of the CSO and replaces them as required.

To see the full list of CSO and ACSO responsibilities, please consult <u>Annex A: Guidelines on company security officer and alternate company security officer responsibilities</u> of the Contract Security Manual.

Information that must be entered in Section B:

Identify the individual you intend to appoint as your organization's CSO and those you intend on appointing as ACSOs.

Complete the table accordingly and make sure to identify at least one ACSO at the facility where the CSO is located.

If your organization requires <u>document safeguarding capability</u> (DSC) at one or more sites, ensure to identify at least 2 security officers per site and to indicate the physical address of these sites. This is required as DSC is site-specific and two security officers are needed where sensitive documents will be safeguarded. If you run out of rows, provide on a separate sheet of paper attached to the form, all the required information on the additional alternates.

Section C - Officers

List all of your organization's officers, including those in management and leadership roles, as well as executives, managing partners and authorized signatories that are responsible for the day to day operations of its business.

In addition to their position titles, you must provide their names, their citizenship and the country where their true, fixed, principal and permanent home is located, even if currently residing elsewhere. If you run out of rows, provide on a separate sheet of paper attached to the form, all the required information for the additional officers.



As supporting documentation, you must provide a management structure chart to demonstrate the reporting structure.

Note: Sole proprietors are **not** required to provide a management structure chart since they are the sole officer of their organization.

Section D - Board of Directors

List information on all members of your organization's board of directors. Be sure to indicate all board titles including the chairperson if there is one. If your organization does not have a board of directors, do not leave this section blank. Simply indicate Not Applicable in the first row.

For each row you complete, make sure to complete all the columns. If you run out of rows, provide the required information on a separate sheet of paper attached to the form.

Section E - Ownership information

Section E relates to your organization's ownership. You must complete this section regardless of the percentage of ownership. If you leave this section blank, the form will be returned to you.

This section includes tables for up to three levels of ownership. If your organization has more than three levels of ownership, you must provide all the required information for each additional level on a separate sheet of paper attached to the form.

As supporting documentation, you must provide an organizational or legal chart that includes the percentages of ownership.

Note: Sole proprietors are not required to provide an organization or legal chart, however, they must still complete this section.

Subsection E-1

List all of your organization's direct owners. You must also indicate which entities hold a valid facility security clearance from the CSP or from another country.

If your organization is a publicly traded corporation, you must also provide the stock symbol and stock market.

Subsection E-2

Provide the ownership information for each direct owner you listed in subsection E-1. In other words, you must list the direct owners of your organization's direct owners, and complete all the required fields.

If your organization only has one level of ownership, indicate Not Applicable in the first row and move on to the next section of the form.



If your organization has more than one direct owner, you must provide all the required information on these additional owners on a separate sheet of paper, attached to the form.

Subsection E-3

Provide the organization's third level of ownership. This is where you must provide information on the direct owners of the entities you listed in subsection E-2. If your organization does not have a third level of ownership, indicate Not Applicable in the first row and move on to the next section of the form.

Section F - Justification

This section must only be completed by organizations that are undergoing a renewal process.

List all of your organization's active federal contracts, subcontracts, leases, supply arrangements, standing offers and purchase orders that have security requirements. In the table, you must provide all the required information for each procurement vehicle, including the name of the contracting department, the contracting officer's contact information, the security level, for example, Protected B or Reliability Status, and the expiry date.

The CSP requires this information to validate that it has copies of your procurement vehicles on file, and to obtain as needed, those that may be missing from the program's system of records.

Section G - Certification and consent

This section must be completed, signed and dated by one of the officers listed in Section C.

The signature must either be signed by <u>hand</u> or a <u>valid e-signature</u>. Script fonts will not be accepted.



ANNEX H

Evaluation Criteria



MANDATORY AND POINT RATED TECHNICAL CRITERIA

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

	Mandatory Criteria	Does it meet the requirements? Yes / No	Reference to the proposal
M1	The Bidder MUST submit their valid license of Electrical Safety Authority (ESA). This license MUST have been issued for a minimum of 5 years.		
M2	The Bidder MUST submit a valid license/certification that allows them to perform electrical and fire alarm work in the Province of Ontario. Example of acceptable license/certification: - Electrical Contractor Registration Agency of the Electrical Safety Authority (certificate certifying the company is entitles to carry out business in Ontario as a Licensed Electrical Contractor)		
M3	The Bidder MUST demonstrate it has a minimum of 5 years experience, in the past 8 years, by submitting a copy of the company's profile and background underlining years in business.		
M4	Licensed Electrician(s) The proposed resource(s) MUST have a minimum ten (10) years recent commercial and/or industrial work experience as licensed electrician. As part of the ten years experience, the licensed electrician(s) must have a minimum of five (5) years leading and planning projects as a foreman, which must be clearly demonstrated. The Curriculum vitae (CV), of each proposed resource, must be provided and the experience listed in the CVs must demonstrate where and how such experience was obtained. The proposed resource(s) must be the same individual(s) who will be on-call at the DFL.		
M5	Apprentice Electrician The proposed resource(s) MUST have a minimum 2 years training in commercial and/or industrial environment and eligible for certification as a licensed electrician. The Curriculum vitae (CV), for each proposed resource, must be provided and the experience listed in the CVs must demonstrate where such training was obtained.		



M6	Fire Alarm Technician (CFAA) The proposed resource(s) MUST provide its certificate of fire alarm technician, qualified to work on, program and maintain digital fire alarm systems, in the Province of Ontario.	
M7	Fire Alarm Technician (CFAA) The proposed resource(s) MUST have a minimum five (5) years experience, in the past 8 years, working on, programing and maintaining digital fire alarm systems, such as Edwards GE/EST-3 system. The Curriculum vitae (CV), for each proposed resource, must be provided and the experience listed in the CVs must demonstrate where and how such experience was obtained.	



Point Rated Technical Criteria

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

The Bidder MUST achieve a minimum score of 25 points overall of the Point- Rated Criteria. Any bid, which fails to meet the minimum required score on the Point-Rated Criteria, will be deemed noncompliant and given no further consideration.

Each point rated technical criterion should be addressed separately.

RATED CRITERIA	Max Points	Reference to the proposal
R1. Experience - Submit a copy of the company's profile & background underlining years in business, size and profile	15	
Minimum 5 years of experience One (1) point for every year up to a maximum of 15 points 15 years experience or more = 15 points		
R2. Business size: Submit a copy of the company's profile & background underlining the size (number of employees) and profile	5	
30 employees and more = 5 points 15-29 employees = 4 points 1-15 employees = 3 points		
R3. The Bidder is requested to demonstrate its experience by submitting three (3) project summaries, similar in nature, scale and scope, to those described in Section 2 of the Statement of Work of this RFP, describing their experience working in hi-tech, laboratory and/or aerospace industry.	24	
The project summaries should include in detail, but not limited to:		
 Name of the Project Mandate carried out Location Duration Total amount of the contract 		
3 project summaries = 24 points 2 project summaries = 16 points 1 project summary = 8 points		



R4. Provide a reference for each of the three (3) project summaries listed above, along with contact details of the client's references (i.e. name of the project manager or contact person, title, phone number and email address).	6			
It is the bidder's responsibility to ensure that the proposed contact persons are aware of the services they have offered and that they agree to be cited as a reference.				
Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks, it will check the references for all bidders meeting the mandatory and rated criteria requirements. These customer references must each confirm, if requested by Canada, the facts identified in the Bidder's bid. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid.				
If reference checks are conducted, the reference must respond within 5 days of the request.				
If there is a conflict between the information provided by the customer reference and the bid or if a bad reference is received, no points will be allotted for that reference.				
3 references = 6 points 2 references = 4 points 1 reference = 2 points				
Maximum of 50 points	/50			
Total minimum score required to pass rated criteria: 25 points				



ANNEX I

Insurance Requirements



- 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 \$2,000,000 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)
 - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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



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



ANNEX J

Financial Proposal



Financial Proposal

The financial proposal will be opened only for Bidders demonstrating they meet the mandatory requirements and those with a minimum technical score of 25/50.

The financial proposal will be evaluated for a maximum score of 40 points. The lowest blended rate will receive a score of 40. Other companies will be pro-rated in accordance with the formula in Part 4 – Evaluation Procedures and Basis of Selection.

Financial Proposal Evaluation:

Rates as offered per period will remain fixed during the course of the contract. Increases in hourly rates will not be permitted during the contract period.

With regards to the **estimated number of hours**, the **estimated number of calls** and the **estimated value** of materials/parts, specialized and unusual equipment and tools indicated in the tables below, they are an **estimate only**. This is presented for evaluation purposes only during the tender process and does not constitute future commitments.

If no rates are proposed for Option Years 1, 2, 3 or 4 the rates provided for the Initial Period will be used for the Option Period(s).

Customs duties are included, and Applicable Taxes are extra.

Hourly rate for work in regular working hours

The hourly rate for work in regular working hours is designed to cover the costs incurred by the Contractor in executing a construction and/or maintenance project in an area where the CSA/DFL employees may be continuing their activities.. This rate applies to all construction and/or maintenance costs for projects or parts of projects executed during regular working hours Monday-Friday (from 7:30 a.m. to 4:00 p.m.).

Hourly rate for work performed outside regular working hours

The hourly rate for work performed outside regular working hours is designed to cover costs incurred by the Contractor when executing a construction and/or maintenance project on evenings, weekends or statutory holidays. This rate applies to all construction and/or maintenance projects or parts of projects executed outside regular working hours (from 4:00 p.m. to 7:30 a.m.), as well as weekends and statutory holidays.

Hourly rate for work performed on an emergency basis

The hourly rate for work performed on an emergency basis is designed to cover the costs incurred by the Contractor in executing emergency service. This hourly rate aims to compensate for timely response not to exceed two (2) hours.

Weekly rate for on-call staff (weekly charge to have an electrician on-call)

The company shall ensure that one or more staff is available 24 hours a day seven days a week, including holidays via a phone or pager service.

The company shall ensure that the person or persons are able to reach the David Florida Laboratory and provide service within two (2) hours.

Percentage mark-up on materials/parts, specialized and unusual equipment and tools

These markups are to include all burdens, overheads, truck and fuel charges and similar fees.



Initial Contract Period -	tial Contract Period - April 1, 2023 – September 30, 2024				
Resource Title A	Resource B	Firm Hourly Rate C	Estimated Number of Hours D	Total Estimate (excluding tax) E = (C x D)	
Hourly rate for r	egular staff, on-call staff and a		described in		
Licensed Electrician	Name:	\$	1,425	\$	
Apprentice Electrician	Name:	\$	750	\$	
Fire Alarm Technician (CFAA)	Name:	\$	150	\$	
	Overtime – Monday to Frida	y, 4:00 p.m. to 7:	30 a.m.		
Licensed Electrician	Name:	\$	82	\$	
Apprentice Electrician	Name:	\$	30	\$	
Fire Alarm Technician (CFAA)	Name:	\$	15	\$	
	Overtime – Saturday, S	unday and holida	ays		
Licensed Electrician	Name:	\$	75	\$	
Apprentice Electrician	Name:	\$	30	\$	
Fire Alarm Technician (CFAA)	Name:	\$	15	\$	
T	otal Hourly Estimate for Initial Co	ontract Period (exc	luding taxes)	\$	

Service A	Firm Weekly Rate B	Number of Weeks C	Total (excluding tax) D = (B x C)
On-Call Staff Pay	\$	78	\$
Total Weekly Or	\$		



Service A	Number of Hours B	Estimated Number of Calls C	Firm Hourly Rate for a licensed electrician during regular working hours	Total (excluding tax) E = (B x C x D)
		Additional Services		
Minimum hour(s) billed per service call	hour(s)	8	\$	\$
Tota	\$			

Service A	Firm Percentage Mark- up B	Estimated Value of materials/parts, specialized and unusual equipment and tools C	Total Estimate (excluding tax) D = (C + B)
	nd Supplies		
Mark-up on materials/parts, specialized and unusual equipment and tools	%	\$22,500	\$
Total Materials and Supp	\$		

Total Price for Initial Contract Period (excluding taxes)	
Total Hourly Estimate for Initial Contract Period (excluding taxes)	\$
Total Weekly On-Call Estimate for Initial Contract Period (excluding taxes)	\$
Total Service Call Estimate for Initial Contract Period (excluding taxes)	\$
Total Materials and Supplies Estimate for Initial Contract Period (excluding taxes)	\$
Total	\$



Option Year 1 - October	er 1, 2024 – September 30, 2025			
Resource Title A	Resource B	Firm Hourly Rate C	Estimated Number of Hours D	Total Estimate (excluding tax) E = (C x D)
Hourly rate for r	egular staff, on-call staff and a	dditional staff as	described in	Appendix A
Licensed Electrician	Name:	\$	950	\$
Apprentice Electrician	Name:	\$	500	\$
Fire Alarm Technician (CFAA)	Name:	\$	100	\$
	Overtime – Monday to Frida	y, 4:00 p.m. to 7:	30 a.m.	
Licensed Electrician	Name:	\$	55	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
	Overtime - Saturday, S	unday and holida	ıys	
Licensed Electrician	Name:	\$	50	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
_	Total Hourly Estimate for C	Option Year 1 (exc	luding taxes)	\$

Service A	Firm Weekly Rate B	Estimated Number of Weeks C	Total (excluding tax) D = (B x C)		
	Additional Services				
On-Call Staff Pay	\$	52	\$		
Total We	\$				



Service A	Number of Hours B	Estimated Number of Calls C	Firm Hourly Rate for a licensed electrician during regular working hours	Total (excluding tax) E = (B x C x D)
		Additional Services		
Minimum hour(s) billed per service call	hour(s)	5	\$	\$
Total Service Call Estimate for Option Year 1 (excluding taxes)				\$

Service A	Firm Percentage Mark- up B	Estimated Value of materials/parts, specialized and unusual equipment and tools C	Total Estimate (excluding tax) D = (C + B)
	nd Supplies		
Mark-up on materials/parts, specialized and unusual equipment and tools	%	\$15,000	\$
Total Materials	\$		

Total Price for Option Year 1 (excluding taxes)	
Total Hourly Estimate for Option Year 1 (excluding taxes)	\$
Total Weekly Estimate for Option Year 1 (excluding taxes)	\$
Total Service Call estimate for Option Year 1 (excluding taxes)	\$
Total Materials and Supplies Estimate for Option Year 1 (excluding taxes)	\$
Total	\$



Option Year 2 - October	er 1, 2025 – September 30, 2026			
Resource Title A	Resource B	Firm Hourly Rate C	Estimated Number of Hours D	Total Estimate (excluding tax) E = (C x D)
Hourly rate for r	egular staff, on-call staff and a	dditional staff as	described in	Appendix A
Licensed Electrician	Name:	\$	950	\$
Apprentice Electrician	Name:	\$	500	\$
Fire Alarm Technician (CFAA)	Name:	\$	100	\$
	Overtime – Monday to Frida	y, 4:00 p.m. to 7:	30 a.m.	
Licensed Electrician	Name:	\$	55	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
	Overtime - Saturday, S	unday and holida	ays	
Licensed Electrician	Name:	\$	50	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
	Total Hourly Estimate for Option Year 2 (excluding taxes)			

Service A	Firm Weekly Rate B	Estimated Number of Weeks C	Total (excluding tax) D = (B x C)		
	Additional Services				
On-Call Staff Pay	\$	52	\$		
Total We	\$				



Service A	Number of Hours B	Estimated Number of Calls C	Firm Hourly Rate for a licensed electrician during regular working hours	Total (excluding tax) E = (B x C x D)
		Additional Services		
Minimum hour(s) billed per service call	hour(s)	5	\$	\$
Total Service Call Estimate for Option Year 2 (excluding taxes)				\$

Service A	Firm Percentage Mark- up B	Estimated Value of materials/parts, specialized and unusual equipment and tools	Total Estimate (excluding tax) D = (C + B)		
	Materials and Supplies				
Mark-up on materials/parts, specialized and unusual equipment and tools	%	\$15,000	\$		
Total Materials	\$				

Total Price for Option Year 2 (excluding taxes)	
Total Hourly Estimate for Option Year 2 (excluding taxes)	\$
Total Weekly Estimate for Option Year 2 (excluding taxes)	\$
Total Service Call Estimate for Option Year 2 (excluding taxes)	\$
Total Materials and Supplies Estimate for Option Year 2 (excluding taxes)	\$
Total	\$



Option Year 3 - Octobe	er 1, 2026 – September 30, 2027			
Resource Title A	Resource B	Firm Hourly Rate C	Estimated Number of Hours D	Total Estimate (excluding tax) E = (C x D)
Hourly rate for r	egular staff, on-call staff and a	dditional staff as	described in	Appendix A
Licensed Electrician	Name:	\$	950	\$
Apprentice Electrician	Name:	\$	500	\$
Fire Alarm Technician (CFAA)	Name:	\$	100	\$
	Overtime – Monday to Frida	y, 4:00 p.m. to 7:	30 a.m.	
Licensed Electrician	Name:	\$	55	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
	Overtime – Saturday, S	unday and holida	ıys	
Licensed Electrician	Name:	\$	50	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
Total Hourly Estimate for Option Year 3 (excluding taxes)				\$

Service A	Firm Weekly Rate B	Estimated Number of Weeks C	Total (excluding tax) D = (B x C)	
Additional Services				
On-Call Staff Pay	\$	52	\$	
Total We	\$			



Service A	Number of Hours B	Estimated Number of Calls C	Firm Hourly Rate for a licensed electrician during regular working hours	Total (excluding tax) $E = (B \times C \times D)$
		Additional Services		
Mark-up on materials/parts, specialized and unusual equipment and tools	hour(s)	5	\$	\$
Total Service Call Estimate for Option Year 3 (excluding taxes)				\$

Service A	Firm Percentage Mark- up B	Estimated Value of materials/parts, specialized and unusual equipment and tools C	Total Estimate (excluding tax) D = (C + B)	
Materials and Supplies				
Mark-up on materials and supplies	%	\$15,000	\$	
Total Materials	\$			

Total Price for Option Year 3 (excluding taxes)	
Total Hourly Estimate for Option Year 3 (excluding taxes)	\$
Total Weekly Estimate for Option Year 3 (excluding taxes)	\$
Total Service Call Estimate for Option Year 3 (excluding taxes)	\$
Total Materials and Supplies Estimate for Option Year 3 (excluding taxes)	\$
Total	\$



Option Year 4 - October 1, 2027 – September 30, 2028				
Resource Title A	Resource B	Firm Hourly Rate C	Estimated Number of Hours D	Total Estimate (excluding tax) E = (C x D)
Hourly rate for r	egular staff, on-call staff and a	dditional staff as	described in	Appendix A
Licensed Electrician	Name:	\$	950	\$
Apprentice Electrician	Name:	\$	500	\$
Fire Alarm Technician (CFAA)	Name:	\$	100	\$
	Overtime – Monday to Frida	y, 4:00 p.m. to 7:	30 a.m.	
Licensed Electrician	Name:	\$	55	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
	Overtime – Saturday, S	unday and holida	ıys	
Licensed Electrician	Name:	\$	50	\$
Apprentice Electrician	Name:	\$	20	\$
Fire Alarm Technician (CFAA)	Name:	\$	10	\$
Total Hourly Estimate for Option Year 4 (excluding taxes)				\$

Service A	Firm Weekly Rate B	Estimated Number of Weeks C	Total (excluding tax) D = (B x C)	
Additional Services				
On-Call Staff Pay	\$	52	\$	
Total We	\$			



Service A	Number of Hours B	Estimated Number of Calls C	Firm Hourly Rate for a licensed electrician during regular working hours	Total (excluding tax) E = (B x C x D)
Additional Services				
Minimum hour(s) billed per service call	hour(s)	5	\$	\$
Total Service Call Estimate for Option Year 4 (excluding taxes)				\$

Service A	Firm Percentage Mark- up B	Estimated Value of materials/parts, specialized and unusual equipment and tools C	Total Estimate (excluding tax) D = (C + B)	
Materials and Supplies				
Mark-up on materials/parts, specialized and unusual equipment and tools	%	\$15,000	\$	
Total Materials	\$			

Total Price for Option Year 4 (excluding taxes)	
Total Hourly Estimate for Option Year 4 (excluding taxes)	\$
Total Weekly Estimate for Option Year 4 (excluding taxes)	\$
Total Service Call Estimate for Option Year 4 (excluding taxes)	\$
Total Materials and Supplies Estimate for Option Year 4 (excluding taxes)	\$
Total	\$



Total Price for Evaluation Purposes Only	
Total Price for Initial Contract Period (excluding taxes)	\$
Total Price for Option Year 1 (excluding taxes)	\$
Total Price for Option Year 2 (excluding taxes)	\$
Total Price for Option Year 3 (excluding taxes)	\$
Total Price for Option Year 4 (excluding taxes)	\$
Total Financial Bid (excluding taxes)	\$