



Solicitation No. - N° de l'invitation  
**9F030-23-0066**

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## REQUEST FOR PROPOSAL (RFP)

### JANITORIAL SERVICES

**Bid Submission Deadline:  
November 27, 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. 9F030-23-0066

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



**November 9, 2023**



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Summary**

The Canadian Space Agency requires services for sanitary maintenance business licensed to operate in the province of Quebec, Canada, to provide the services required for its facilities at the John H. Chapman Space Center in Longueuil, Quebec.

- **Period of the Contract**

The period of the Contract is from February 29, 2024 to February 28, 2027.

- **Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

- **Work location**

The work will take place at the locals of Canadian Space Agency located at 6767, route de l'Aéroport in Saint-Hubert (Québec).

- **Official languages**

The contractor must be able to provide resources capable of communicating orally and in writing in both French and English.

### **1.2 Security Requirements**

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

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

All Contractor/Offeror personnel requiring access to restricted work sites must have a current Reliability Status issued or approved by the Canadian Space Agency. The Canadian Space Agency Reliability Status will be valid only for the duration of the contract and only for the Canadian Space Agency.

### **1.3 Statement of Work**

The work to be performed is described at Annex A – Statement of Work.

### **1.4 Trade Agreements**

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

### **1.5 The Federal Contractors Program (FCP) for employment equity**

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



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## **1.6 Debriefings**

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

## **1.7 Canada Post Corporation's (CPC) Connect service**

This bid solicitation allows bidders to use the CPC 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.



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

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

**Bids must ONLY be submitted :**

- By the Canada Post Corporation Connect service:

<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>  
Canada Post Corporation connect service information: Section 08 (2023-06-08) - Transmission by Canada Post Corporation Connect of document 2003 – Standard Instructions - Goods or Services - Competitive Requirements.

**Or**

- By Fax : 819-997-9776

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

## **DO NOT COPY THE CONTRACTING AUTHORITY**

### 2.2.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or



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Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

### **2.2.2 Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

### **2.3 Enquiries - Bid Solicitation**

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

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

### **2.4 Applicable Laws**

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

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



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specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Bid Challenge and Recourse Mechanisms

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

## 2.6 Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the [Accessible Canada Act](#), federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- a) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- b) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

## 2.7 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.





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

### **3.1 Bid Preparation Instructions**

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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

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

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Bidders are encouraged to submit bids electronically.

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.



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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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

**Section II: Financial Bid**

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

**Section III: Certifications**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In conducting its evaluation of the bids, Canada may, **but will have no obligation to**, do the following:
- a. Seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation. If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 3 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - b. Contact any or all references supplied by bidders to verify and validate any information submitted by them.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria (See Table 1)

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

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

<b>TABLE 1 – MANDATORY CRITERIA</b>		Please indicate where the info can be found in the bid (page number)
<b>MC1</b>	<p>The Bidder <b>MUST</b> be ISO 9001-2008 or 9001-2015 certified on the bid submission date and maintain that certification throughout the contract period.</p> <p>The Bidder must include the following with its bid:</p> <ul style="list-style-type: none"> <li>- A current, valid ISO 9001-2008 or 9001-2015 certificate</li> </ul>	
<b>MC2</b>	<p>The Bidder <b>MUST</b> have a Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) compliant financing dossier.</p> <p>The Bidder must include the following with its bid:</p> <ul style="list-style-type: none"> <li>- A letter of financing dossier compliance from the CNESST registrar dated no more than three (3) months before the date of the bid</li> </ul>	



<p><b>MC3</b></p>	<p>The Bidder <b>MUST</b> include the contract administrator's/ Contractor's Representative résumé in its proposal. The criteria below must be met. The contract administrator's roles and responsibilities are described in Annex C attached on CanadaBuys of this RFP.</p> <ul style="list-style-type: none"> <li>- Contractor's contract administrator <ul style="list-style-type: none"> <li>o At least five (5) years of experience in administrative management of janitorial services contracts in the last eight (8) years</li> <li>o At least five (5) years of personnel management experience in the last eight (8) years</li> <li>o Employed by the company on the date the bid is submitted</li> </ul> </li> </ul> <p>Employers' contact details must be included in the document so that they can be checked by the CSA</p>	
<p><b>MC4</b></p>	<p>The Bidder <b>MUST</b> include the proposed team supervisor's résumé in its proposal. The criteria below must be met. The team supervisor's roles and responsibilities are described in Annex C attached on CanadaBuys of this RFP.</p> <ul style="list-style-type: none"> <li>- Contractor supervisor <ul style="list-style-type: none"> <li>o At least five (5) years of experience in operational management of janitorial services contracts in the last eight (8) years</li> <li>o At least three (3) years of personnel management experience in the last eight (8) years</li> <li>o Employed by the company on the date the bid is submitted</li> </ul> </li> </ul> <p>Employers' contact details must be included in the document so that they can be checked by the CSA</p>	
<p><b>MC5</b></p>	<p>The Contractor <b>MUST</b> supply the equipment specified in Section 6.11 of Annex C attached on CanadaBuys for the entire term of the contract.</p> <p>The Contractor must include the following with its bid:</p> <ul style="list-style-type: none"> <li>o Data sheets for each type of equipment that the Contractor intends to supply in executing this contract</li> </ul> <p>A written explanation showing that the Contractor has the ability to perform preventive and corrective maintenance on this equipment, and how it intends to make any necessary repairs or replacements promptly. This specific portion may be subcontracted.</p>	



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#### 4.1.2 Point rated technical criteria (See Table 2)

Only bids that meet the mandatory technical criteria will be rated, where applicable. The rated criteria are used to evaluate the various elements of the technical offer in order to determine the relative merits of each offer.

No minimum points required per rated criterion. These criteria are included as a bonus.

TABLE 2 – POINT RATED CRITERIA		Indicate where the info can be found in the bid (page number)	Score
<b>PR1</b>	<p>This criterion evaluates whether the Bidder has a plan to foster recruitment and engagement of individuals from underrepresented groups to join the personnel assembled to execute the contract, according to the Canadian employment equity documentation. <a href="https://www.canada.ca/en/public-service-commission/jobs/services/gc-jobs/employment-equity.html">https://www.canada.ca/en/public-service-commission/jobs/services/gc-jobs/employment-equity.html</a></p> <ul style="list-style-type: none"> <li>➤ <b>0 points:</b> The bid does not contain an equity, diversity and inclusion plan AND the Bidder's organization does not have an equity, diversity and inclusion policy.</li> <li>➤ <b>10 points:</b> The bid contains an equity, diversity and inclusion plan, but the Bidder does not have an equity, diversity and inclusion policy.</li> <li>➤ <b>15 points:</b> The bid contains an equity, diversity and inclusion plan that clearly addresses this criterion, AND the Bidder has an equity, diversity and inclusion policy.</li> <li>➤ <b>20 points:</b> The bid contains an equity, diversity and inclusion plan that is fully described, with detailed information on how it will be implemented, AND the Bidder has had an equity, diversity and inclusion policy for at least three (3) years.</li> </ul>		
<b>PR2</b>	<p>This criterion evaluates whether the Bidder has a values and ethics code or a values and ethics policy. For more information, please visit <a href="https://www.canada.ca/en/public-service-commission/jobs/services/gc-jobs/values-and-ethics-of-the-public-service-canada.ca">Values and ethics of the public service - Canada.ca</a></p> <ul style="list-style-type: none"> <li>➤ <b>0 points:</b> The bid does not contain a values and ethics code, AND the Bidder does not have a values and ethics policy.</li> <li>➤ <b>10 points:</b> The bid contains a values and ethics code, but the</li> </ul>		



	<p>Bidder's organization does not have a values and ethics policy.</p> <ul style="list-style-type: none"> <li>&gt; <b>15 points:</b> The bid contains a values and ethics code that clearly meets this criterion, AND the Bidder's organization has a values and ethics policy.</li> <li>&gt; <b>20 points:</b> The bid contains a values and ethics code that clearly meets this criterion, AND the Bidder's organization has had a values and ethics policy for at least three (3) years.</li> </ul>		
PR3	<p>This criterion evaluates whether the Bidder has Indigenous employees or plans to hire Indigenous employees or use an Indigenous subcontractor.*</p> <ul style="list-style-type: none"> <li>&gt; <b>0 points:</b> The Bidder has less than 5% Indigenous employees <b>AND</b> does not plan to hire Indigenous employees or use an Indigenous subcontractor as part of the resources for carrying out the work required.</li> <li>&gt; <b>10 points:</b> The Bidder's organization has at least 5% Indigenous employees in its workforce <b>OR</b> plans to use Indigenous employees or an Indigenous subcontractor as part of the resources for carrying out the proposed work.</li> <li>&gt; <b>20 points:</b> The Bidder's organization has more than 5% Indigenous employees in its workforce <b>AND</b> plans to use Indigenous employees or an Indigenous subcontractor as part of the resources for carrying out the proposed work.</li> </ul> <p><b><u>*Please refer to the Indigenous Business Directory</u></b></p>		
PR4	<p>The Bidder must demonstrate its experience in providing the services required in this RFP by describing a project of similar scope and scale in which the services were delivered for at least two (2) consecutive years in the last seven (7) years.</p> <p>The form of the description is at the Bidder's discretion.</p> <ul style="list-style-type: none"> <li>- A contract with a start date on or after January 1, 2016.</li> <li>- The main activities of the building for which the Bidder was providing its services must be in the public, institutional or commercial sector. State the type of activities carried out in the building.</li> <li>- The client must be a public, parapublic or private body. State</li> </ul>		



	<p>the type of body.</p> <ul style="list-style-type: none"> <li>- The contract must have a minimum annual value of <b>C\$325,000</b>. State the contract value.</li> <li>- The building's gross area must be at least <b>25,000 square metres (m<sup>2</sup>)</b>. State the area for which services were provided under the contract.</li> </ul> <ul style="list-style-type: none"> <li>➤ <b>0 points:</b> The bid does not contain an example.</li> <li>➤ <b>10 points:</b> The bid contains an example that only partially meets the criteria.</li> <li>➤ <b>20 points:</b> The bid contains an example that meets all the criteria.</li> </ul>		
PR5	<p>The Bidder must demonstrate its experience in providing the services required in this RFP by describing two projects of similar scope and scale in which the services were delivered for at least two (2) consecutive years in the last seven (7) years.</p> <p>The form of the description is at the Bidder's discretion.</p> <ul style="list-style-type: none"> <li>- A contract with a start date on or after January 1, 2016.</li> <li>- The main activities of the building for which the Bidder was providing its services must be in the public, institutional or commercial sector. State the type of activities carried out in the building.</li> <li>- The client must be a public, parapublic or private body. State the type of body.</li> <li>- The contract must have a minimum annual value of <b>C\$225,000</b>. State the contract value.</li> <li>- The building's gross area must be at least <b>10,000 square metres (m<sup>2</sup>)</b>. State the area for which services were provided under the contract.</li> </ul> <ul style="list-style-type: none"> <li>➤ <b>0 points:</b> The bid does not contain an example.</li> <li>➤ <b>10 points:</b> The bid contains an example that only partially meets the criteria.</li> <li>➤ <b>20 points:</b> The bid contains an example that meets all the criteria.</li> </ul>		



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PR6	<p>This criterion evaluates whether the Bidder has a staff training plan. The training plan must include at least the title of the training course, its purpose and how often it is delivered.</p> <ul style="list-style-type: none"> <li>&gt; <b>0 points:</b> The bid does not contain a plan.</li> <li>&gt; <b>10 points:</b> The bid contains a plan that partially meets the minimum criteria.</li> <li>&gt; <b>20 points:</b> The bid contains an example that meets all the criteria.</li> </ul>		
	<b>Maximum Score : 120 points</b>		

#### 4.1.3 Financial evaluation

The bid price will be evaluated in Canadian dollars, excluding applicable taxes, FOB destination, including Canadian customs duties and excise taxes.

#### 4.2 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
2. Bids not meeting (a) or (b) 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 **20 % for the technical merit and 80% 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 20 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 80 %.
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 20/80 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).





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<b>Basis of Selection - Highest Combined Rating of Technical Merit (20%) and Price (80%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall technical score</b>	115/135	89/135	92/135
<b>Bid Evaluated price</b>	55 000,00 \$	50 000,00 \$	45 000,00 \$
<b>Calculations</b>	<b>Technical merit score</b>	$115/135 \times 20 = 17.04$	$80/135 \times 20 = 11.85$
	<b>Pricing Score</b>	$45/55 \times 80 = 65.45$	$45/50 \times 80 = 72$
<b>Combined rating</b>	82.49	83.85	93.33
<b>Overall rating</b>	3 <sup>rd</sup>	2 <sup>nd</sup>	1 <sup>st</sup>



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

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

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

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

### **5. Certifications Required with the Bid**

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

#### **5.1 Certification - Bid**

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.

##### **5.1.2 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;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **5.2 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.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>



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- 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.

### 5.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

#### 5.3.1 Definitions

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

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

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

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

#### 5.3.2 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



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### 5.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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.

### 5.3.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 5.4 Federal Contractors Program for Employment Equity

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

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

#### 5.4.1 Federal Contractors Program for Employment Equity – Certification

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

The Bidder must provide the Contracting Authority with a completed annex [titled Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture. **(See Annex F)**  
Certification

### 5.5 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 D** - Integrity Form).



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- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). (See **Annex D** - Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

## **5.6 Insurance Requirements**

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

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

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

## **5.7 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.

## **5.8 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.

## **5.9 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/>



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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): \_\_\_\_\_

### **5.10 Certification – Contract**

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.

### **CERTIFICATION SIGNATURE**

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

- 5.1. Certification - Bid
- 5.2. Ineligibility and Suspension Policy
- 5.3. Former Public Servant
- 5.4. Federal Contractors Program for Employment Equity
- 5.5. Integrity Provisions
- 5.6. Insurance Requirements
- 5.7. Status and Availability of Resources
- 5.8. Education and Experience
- 5.9. Procurement Business Number
- 5.10. Certification – Contract

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (print or type) of person authorized to sign on behalf of the Organization

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_



## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

All Contractor/Offeror personnel requiring access to restricted work sites must have a current Reliability Status issued or approved by the Canadian Space Agency. The Canadian Space Agency Reliability Status will be valid only for the duration of the contract and only for the Canadian Space Agency.

### **6.2 Statement of Work**

The Contractor must perform the work in accordance with the Statement of Work at Annex A and the Contractor's bid dated \_\_\_\_\_. *(to be insert at contract award)*

### **6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010C (2022-12-01) General Conditions - Services (Medium Complexity) apply to and form part of the Contract. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/21>

#### **6.3.2 Supplemental General Conditions**

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies and rules, apply to and form part of the Contract. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4013/2>

#### **6.3.3 Replacement of Specific Individuals**

1. 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



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not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the contract is from February 29, 2024 to February 28, 2027.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up one (1) additional one-year (1) period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is :

Mélanie Séguin  
Procurement and Contract Administration  
Canadian Space Agency  
Telephone: 438 364-1399  
E-mail address: [melanie.seguin@asc-csa.gc.ca](mailto:melanie.seguin@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.

### **6.5.2 Project Authority**

The Project Authority for the Contract is: *(to be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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





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### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 6.5.4 Contractor's Representative *(to be completed by the Bidder)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment – Firm Price (See Table 1 of Annex B)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a total cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra. Firm prices will be paid in accordance with Table 1 of prices in Annex B in twelve (12) equal monthly instalments.

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

#### 6.7.2 Basis of Payment - Limitation of Expenditure (See Tables 2 to 7 of Annex B)

For the Work described the Statement of Work in Annex A, 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 \$ **XXXXXX** (*to be inserted 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:

1. when it is 75 percent committed, or
2. four (4) months before the Contract expiry date, or
3. 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.

### **6.7.3 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.

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

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>

## **6.8 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 monthly progress report.

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following email address for certification and payment:

CANADIAN SPACE AGENCY



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[facturation-invoicing@asc-csa.gc.ca](mailto:facturation-invoicing@asc-csa.gc.ca)

- b) One (1) copy must be forwarded to the Project Authority indicated at section Authorities.

### **6.8.1 No responsibility to pay for work not performed due to closure of Government offices**

- a) 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
- b) 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.

### **6.8.2 Time verification**

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

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

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

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

### **6.11 Insurance Requirements – Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

#### **6.12 Contract financial security**

1. The Contractor must provide one of the following contract financial securities within 30 calendar days after the date of contract award:
  - a) a certified cheque payable to the Receiver General for Canada representing 20p. 100 of the market price; or
  - b) an irrevocable standby letter of credit as defined in clause E0008C representing 20p. 100 of the market price.

Any bond must be accepted as security by one of the bonding companies, in accordance with the *Guidance on Source Lists of Companies Licensed to Provide Surety Within Canada*.

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



### **6.12.1 E0008C (2018-06-21) - Security deposit definition: Contract**

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/E/E0008C/5> apply to and form part of the contract.

### **6.13 Applicable Laws**

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

### **6.14 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 - Annex E is used to record the performance.

### **6.15 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies and rules ;
- (c) the general conditions 2010C (2022-12-01) Services (medium complexity)
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment ;
- (f) Annex C, Security Requirements Check List ;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### **6.16 Office of the Procurement Ombudsman clause**

#### **6.16.1 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](http://www.buyandsell.gc.ca) under the heading "Supplier Dispute Management Process".



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### **6.16.2 Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### **6.16.3 Contract Administration**

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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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

The following documents are integral part of the Statement of Work. Please refer to the solicitation documents on CanadaBuys.

1. EN\_ASC\_Appendix C\_Technical specifications
2. EN\_ASC\_Appendix D\_Sanitation profiles, Cleaning activities and areas to be cleaned.
3. EN\_ASC\_Appendix E\_Quality control
4. EN\_ASC\_Appendix F\_Displays ASC sorting information.
5. Floor\_EN
6. Cleaning profile\_P\_EN



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## ANNEX B – BASIS OF PAYMENT

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Bidder must respond to this pricing schedule by inserting in its financial bid **firm unit price, all inclusive (\$CDN)** for each items.

The prices quoted below, when submitted by the bidder, include the total estimated cost of all expenses that may be incurred for:

(a) all travel expenses that may be incurred within the National Capital Region (NCR) and the Canadian Space Agency in St-Hubert. The National Capital Region is defined in the National Capital Act, R.S. 1985, c. N-4 1985, s. 2, which can be consulted on the Department of Justice Web site at the following address: <https://laws-lois.justice.gc.ca/fra/lois/n-4/TexteCompleet.html>

(b) all travel expenses that may be incurred between the contractor's place of business and the NCR; and CSA and

(c) all travel and living expenses to relocate resources to meet the terms of any subsequent contract. These costs may not be charged directly and separately from professional fees to any resulting contract that may arise from the solicitation.

Note : The Bidder must indicate its lump-sum rates for the work specified in the statement of work, which is presented in Annex C. The lump-sum rates include labour, materials, overhead, profit, related costs and so on.

The rates offered for each period will remain fixed for the entire term of the contract. No increase in rates will be permitted for the entire term of the contract. Rates will not increase or decrease if the current flooring is replaced with another type of flooring.

The square meters and hours shown are estimates only. The estimates are provided for evaluation purposes only, and the evaluation will be based on a total period of four (4) years. The quantities provided are estimates, do not reflect the actual amounts required for operations, and do not constitute future commitments.

**TABLE 1 – ANNEX C, SECTION 6 – ANNUAL AMOUNT FOR CONTINUOUS SERVICES**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2nd year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
Firm annual cost, per year, for continuous services	\$/year	\$/year	\$/year	\$/year
Total cost for Table 1, including option year and excluding taxes				\$





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**TABLE 2 – ANNEX C – SECTION 7 – AMOUNT FOR DEEP CLEANING OF CARPETS**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2 <sup>nd</sup> year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Small area (<math>\leq 100 \text{ m}^2</math> per cleaning)</b>				
Unit cost per m2 to be used for actual billing	\$/m <sup>2</sup>	\$/m <sup>2</sup>	\$/m <sup>2</sup>	\$/m <sup>2</sup>
Estimate for evaluation purposes: Unit cost * 100 m2	\$	\$	\$	\$
Total cost for Table 2, including option year and excluding taxes				\$

**TABLE 3 – ANNEX C – SECTION 7 – AMOUNT FOR DEEP CLEANING OF CARPETS**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2 <sup>nd</sup> year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Large area (<math>&gt; 100 \text{ m}^2</math> per cleaning)</b>				
Unit cost per m2 to be used for actual billing	\$/m <sup>2</sup>	\$/m <sup>2</sup>	\$/m <sup>2</sup>	\$/m <sup>2</sup>
Estimate for evaluation purposes: Unit cost * 15,000 m2	\$	\$	\$	\$
Total cost for Table 3, including option year and excluding taxes				\$

**TABLE 4 – ANNEX C – SECTION 7 – AMOUNT FOR CLEANING OF CHAIRS**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2 <sup>nd</sup> year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Small quantity (<math>\leq 50</math> chairs per request)</b>				



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Unit cost per chair to be used for actual billing	\$/chair	\$/chair	\$/chair	\$/chair
Estimate for evaluation purposes: Unit cost * 50 chairs	\$	\$	\$	\$
Total cost for Table 4, including option year and excluding taxes				\$

**TABLE 5 – ANNEX C – SECTION 7 – AMOUNT FOR CLEANING OF CHAIRS**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2 <sup>nd</sup> year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Large quantity ( &gt;50 chairs per request)</b>				
Unit cost per chair to be used for actual billing	\$/chair	\$/chair	\$/chair	\$/chair
Estimate for evaluation purposes: Unit cost * 1,000 chairs	\$	\$	\$	\$
Total cost for Table 5, including option year and excluding taxes				\$

**TABLE 6 – ANNEX C – SECTION 7 – AMOUNT FOR CLEANING OF SOFAS/ARMCHAIRS**

	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2 <sup>nd</sup> year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Unit quantity (one sofa or armchair per request)</b>				
Unit cost per sofa or chair to be used for actual billing	\$/item	\$/item	\$/item	\$/item
Estimate for evaluation purposes: Unit cost * 15 items	\$	\$	\$	\$
Total cost for Table 6, including option year and excluding taxes				\$



<b>TABLE 7 – ANNEX C – SECTION 7 – HOURLY RATE FOR ADDITIONAL WORK</b>				
	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2nd year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
<b>Hourly rate for additional work (invoiced for hours actually worked)</b>				
Hourly overtime rate for a cleaner	\$/hour	\$/hour	\$/hour	\$/hour
Estimate for evaluation purposes: Hourly rate * 1,000 hours	\$	\$	\$	\$
<b>Total cost for Table 7, including option year and excluding taxes</b>				<b>\$</b>

<b>TABLE 8 – SUMMARY</b> (Instruction: Insert the data from Tables 1 to 7, and calculate the grand total.)				
	Initial period of the contract			Option 1
	1st year From February 29, 2024 to February 28, 2025	2nd year From March 1st 2025 to February 28, 2026	3rd year From March 1st, 2026 to February 28, 2027	Option 1 From March 1st, 2027 to February 29, 2028
Subtotal: Table 1	\$	\$	\$	\$
Subtotal: Sum of Tables 2 through 7	\$	\$	\$	\$
<b>Total per year (for evaluation purpose)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>GRAND TOTAL (Initial period + Option 1)</b>				<b>\$</b>



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**ANNEX C - SECURITY REQUIREMENTS CHECK LIST**



Government of Canada /  
 Gouvernement du Canada

COTE DE SÉCURITÉ INTERNE  
 -----  
 INTERNAL SECURITY CLEARANCE

Contract Number / Numéro du contrat	20230066
Security Classification / Classification de sécurité	

**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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



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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : Fiabilité requise pour accès général. Cote Secrète requise pour secteurs restreints.

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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The 4<sup>th</sup> page will be inserted at contract award



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#### ANNEX D - INTEGRITY FORM

To be included with certifications (Section III: Certifications)

<b>Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>Adresse de l'entreprise / Company's address</b>	
<b>NEA de l'entreprise / Company's PBN number</b>	
<b>Numéro de l'appel d'offre / Request for proposal's number</b>	
<b>Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name</b>	
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	
<b>Autres Membres / Other members:</b>	
<b>Commentaires / Comments</b>	



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## ANNEX E – PERFORMANCE EVALUATION REPORT

<b>SA #:</b>		<b>Contract #:</b>	
<b>Contractor's Name:</b>		<b>Award Amt:</b>	<b>Award Date:</b>
<b>Contractor's Address:</b>		<b>Final Amt:</b>	<b>End Date:</b>
		<b>Total Spent:</b>	
		<b>TA Contract:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Description of Work:</b>		<b>Amendment History:</b>	
<b>Client Department:</b>			
<b>Project Authority</b> Name: Telephone #: e-mail:		<b>Procurement Authority</b> Name: Telephone #: e-mail:	
		<b>PWGSC Contracting Authority</b> Name: Telephone #: e-mail:	
<p><b>1. How do you rate the Contractor's overall performance?</b>  <input type="checkbox"/> below expectations    <input type="checkbox"/> as expected    <input type="checkbox"/> above expectations</p> <p><b>2. Resources</b></p> <p>a. Did the Contractor provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Did the Contractor's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>3. Replacement Resources</b></p> <p>a. Did the Contractor's request to replace the resources immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Replacement Resources meet the requirements of the RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>c. How many times were the Contractor's resources replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><b>4. Was the Contract completed within the predetermined:</b></p> <p>a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>5. Were the required Reports and Deliverables:</b></p> <p>a. In conformity with the Scope &amp; Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>6. Contract Management</b></p> <p>a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><b>7. Remarks</b></p>			





Solicitation No. - N° de l'invitation  
**9F030-23-0066**

## ANNEX F - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)