REQUEST FOR PROPOSAL (RFP)

CHILLER MAINTENANCE SERVICE

Bid Submission Deadline: May 30, 2024 at 2:00 pm (EDT)



Submit Bids to: Canada Post Corporation's (CPC) Connect service Or By Fax 819-997-9776

Reference: CSA File No. 9F030-24-0026

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



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PART 1 - GENERAL INFORMATION

1.1 Summary

The Canadian Space Agency is seeking a firm specializing in chiller maintenance for its site at 6767 route de l'Aéroport, Saint-Hubert, Quebec, Canada (John H. Chapman Space Centre, JHCSC).

Period of the Contract

From July 1st, 2024 to June 30, 2026.

• Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 or any option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Work location

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

Official languages

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

1.2 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses:
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

 -eng.html) website.</u>

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 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.

1.6 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.



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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (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 <u>2003</u>, 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 (2022-03-29) - 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.pareceptiondessoumissions-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.

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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 to melanie.seguin@asc-csa.gc.ca 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.**

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

2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
 - (a) 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 <u>Treasury Board Contracting Policy</u> and the <u>Accessible Canada Act</u>, 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 <u>Policy on Green Procurement</u> 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 <u>net zero greenhouse gas (GHG) emissions by 2050</u> 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;
 - o the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - o 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.

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

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.

and page number where the subject topic has already been addressed.



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. <u>seek clarification or verification</u> 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.
- 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.

TABL	E 1 – MANDATORY CRITERIA	Please indicate where the info can be found in the bid (page number)
MC1	The Bidder MUST be in operation for at least five (5) years from the RFP closing date AND provide documented evidence of their status in their proposal (a certificate of incorporation, business registration or declarations).	
MC2	The Bidder MUST be registered with the Commission des normes, de l'équité et de la santé et de la sécurité au travail (CNESST) AND provide a copy of the register or a copy of the registration certificate to the CNESST.	
мсз	The Bidder MUST hold a Building Control Board (RBQ) licence with the following categories AND provide a copy of the company's RBQ licence holder register: 15.5 Refrigeration 15.8 Ventilation 15.10 Refrigeration	

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The Bidder **MUST** present three (3) similar projects or contracts completed within the last ten (10) years from the close of this RFP. The experience and previous work activities must be related to maintenance service for centrifugal chillers of 300 tons and over

To demonstrate this experience, the following information will be required for three (3) recent projects completed by the Bidder:

- 1. Project name;
- 2. Client organization name and responsible person name;

MC4

- 3. Contact information for person responsible of client organization (name, telephone, email and website);
- 4. Contract start and end date;;
- 5. Contract amount (to demonstrate similar scope);
- 6. Contract description summary (maximum 150 words per project).

Notes:

We will only contact references to verify information.

If the Bidder submits more than three references, only projects within the three (3) project limit will be evaluated. The first three (3) projects proposed in the proposal will be considered for evaluation.

The Bidder **MUST** present two (2) similar projects or contracts completed within the last ten (10) years from the close of this RFP. The experience and previous work activities must be related to maintenance service for Turbocor brand chiller.

To demonstrate this experience, the following information will be required for two (2) recent projects completed by the Bidder:

- 1. Project name;
- 2. Client organization name and responsible person name;

MC5

- 3. Contact information for person responsible of client organization (name, telephone, email and website);
- Contract start and end date;;
- 5. Contract amount (to demonstrate similar scope);
- 6. Contract description summary (maximum 150 words per project).

Notes:

We will only contact references to verify information.

If the Bidder submits more than three references, only projects within the two (2) project limit will be evaluated. The first two (2) projects proposed in the proposal will be considered for evaluation.

4.1.2 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 – Mandatory technical criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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 – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

For additional information, the Bidders should refer to <u>the Annex F</u> - Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471).

5.1.3 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;
- 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 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.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.

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
- 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</u>



<u>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.

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.

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 <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 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 (http://www.labour.gc.ca/eng/standards-equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

5.5 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).
- 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).

5.6 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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/

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 (F	PBN):	

5.10 Certification – Contract

ACTUAL CONTROL

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 beha	If 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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. REQ-20240026

- 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).
- The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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) https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/21 apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

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



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 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 July 1st, 2024 to June 30, 2026.

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 to three (3) additional one-year 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 or any option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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

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

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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.
6.5.3 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 <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 Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Limitation of Expenditure

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 \$ XXXXX (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:



- 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.

6.7.2 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.

6.7.3 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 the release document and any other documents as specified in the Contract;
- b) a copy of the monthly progress report;
- c) a copy of time sheets to support the time claimed;

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
9F030 - FINANCIAL SERVICES
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.

6.9 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 Insurance Requirements - No specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.11 Applicable Laws

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

6.12 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.

6.13 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 2010B (2022-12-01) Professional Services (medium complexity)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;

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(g)	the Contractor's bid dated	(insert date	of bid)
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6.14 Office of the Procurement Ombudsman clause

6.14.1 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".

6.14.2 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, or by web at www.opo-boa.gc.ca.

6.14.3 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, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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ANNEX A - STATEMENT OF WORK

1. General

The Canadian Space Agency (the Agency) is seeking a firm specializing in chiller maintenance for its site at 6767 route de l'Aéroport, Longueuil, Quebec, Canada (John H. Chapman Space Centre, JHCSC) for a contract of two (2) fixed years with three (3) option years.

The John H. Chapman Space Centre (JHCSC) is a 30,000 square metre building built in 1993. Approximately 55% of the building is occupied by office space and 35% by special purpose spaces (laboratories, control centre). The site also includes a few other small buildings under the responsibility of the Agency that are an integral part of these requirements, as applicable.

2. Scope of the contract

The contract is **all-inclusive**. The Agency wishes to retain the services of a contractor to provide the expertise, equipment, materials and labour to maintain, repair and ensure the continuous and optimal operation of all equipment listed in this section. The contractor must operate a 24/7 service centre where all service calls will be directed. These service calls, travel and repairs are explicitly included in this call for tenders and cannot be invoiced in addition. To achieve these objectives, the contractor must perform at least the services listed in section 3. It is understood that the contractor must ensure compliance with the legal framework associated with this equipment, ensure the performance and reliability of the equipment, the interior and exterior cleanliness of the equipment and ensure the availability of resources for repair purposes, including emergencies, throughout the duration of the contract.

The contractor will also be responsible at all times for ensuring the performance of the equipment, that is, maintaining the kW per tonne of each unit in operating conditions specified in ARI standard 550. The frequency of visits and the extent of work is determined by the contractor so as to meet all of its contractual obligations and responsibilities. The maintenance schedule must be submitted to the Agency 30 days after the contract is issued.

The refrigeration equipment covered by this contract is as follows:

• 3 centrifugal chillers (identification 6-RFC-001, 002 and 003) from Trane, model CVHE-032 with a capacity of 320 tons.

**Important note: Chiller 6-RFC-003 (commonly known as Chiller 3) is currently under warranty following work by a contractor until the last day of February 2025. For this reason, we are requesting a separate option price for the service of Chiller 3 for the period from the date of contract issue to the last day of February 2025. Irrespective of this separate price request, Chiller 3 is to be included in the contract from March 1, 2025. The Agency reserves the right not to apply the option (also indicated in Annex B).

- 2 centrifugal chillers (identification 6-RFC-004 and 005) from Turbocor, model TT300A-80-F6-1-ST-P-R-N with a capacity of 80 tons.
- 1 screw chiller (identification 2S-RFC-006) from Trane, model RTWA-080 with a capacity of 80 tons.
- 1 dry cooler (identification 2S-RAS-001) from Ref Plus, model FID149-8.

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The equipment has been in operation since 1993, with the exception of the screw chiller and heat exchanger, which were installed in March 2006, and the two variable-speed centrifugal chillers from Turbocor, which were installed in 2007 and 2009. Major overhauls were carried out on the 3 centrifugal chillers between 2020 and 2023 to ensure their reliability. The equipment covered by this contract has always been maintained by qualified contractors under all-inclusive maintenance contracts.

3. Requested services

The services requested under this contract must be performed on an ongoing basis throughout the contract period.

Ensure continuous operation of equipment

Regardless of the minimum maintenance activities prescribed by the Canadian Space Agency, the contractor is responsible for ensuring the continuous operation of the equipment in order to meet the following performance criteria at all times.

- Continuously supply the Space Centre's chilled water network with water at a temperature of 5.5°C (42°F).
- Maintain individual unit output (kW per ton) according to the following performance criteria:
 - Centrifugal chiller 6-RFC 001: 0.72 kW/ton at 100% load
 - Centrifugal chiller 6-RFC 002: 0.67 kW/ton at 100% load
 - Centrifugal chiller 6-RFC 003: 0.66 kW/ton at 100% load
 - The 2 variable-speed centrifugal chillers 6-RFC 004 and 005
 - ♣ Screw chiller 2S-RFC 006

Take readings of these parameters during monthly maintenance activities and record the data in the maintenance log provided by the Canadian Space Agency.

Important information for expected performance

In summer and mid-season, between one and three centrifugal chillers are in continuous operation. The 2 Turbocor chillers and the 2S-RFC-006 screw compressor must be running at all times. There will be up to three cooling towers in operation in summer, and one closed-circuit cooling tower in winter (glycol water). In mid-season, there will be an overlap in the operation of both types of towers.

3.2. Perform work procedure activities

Carry out mechanical and electrical work procedures within the following parameters:

- Systems 6-RFC-001, 002 and 003, mechanical work:
 - ✓ Carry out monthly activities (9 months a year) from start-up in spring (March or April, depending on weather) and the following eight months;
 - ✓ Perform activities every 6 months in the middle of the contract year;
 - ✓ Carry out annual activities at the end of the contract year;



- ✓ Carry out annual spring brushing of condenser tubes;
- ✓ Perform spring (start-up) and autumn (stop) activities;
- ✓ Eddy current inspection of tubes (once at start of contract).
 - *** Exclusion: daily, weekly and winterization activities. These activities will be carried out by the Canadian Space Agency.
- Systems 6-RFC-001, 002 and 003, electrical work:
 - ✓ Carry out annual activities.
- Systems 6-RFC-004 and 005 and 2S-RFC-006, mechanical work:
 - ✓ Monthly activities (12 months per year);
 - Carry out annual activities at the end of the contract year.

Exclusion: weekly activities. These activities will be carried out by Canadian Space Agency employees.

- Systems 6-RFC-004, 005 and 2S-RFC-006, electrical work:
 - ✓ Carry out annual activities.

The following activities **are not** part of the "all-inclusive" maintenance:

- Daily operation of the chillers and peripheral equipment (water tower, pumps);
- Daily treatment of ice water or freeze-thaw stabilizer (such as glycol water);
- × Daily treatment of chilled water (condensation from water tower).

a. Complete maintenance slips

At each visit, the contractor's technician must complete the maintenance log prepared by the Canadian Space Agency. Before leaving, the technician must submit a copy of the completed slip to the Agency representative, and provide any additional information required for system operation.

If, during their maintenance and inspection activities, the technician identifies corrective work, they must notify the Agency representative of the situation and the consequences of the anomaly on equipment operation, and make arrangements to carry out the corrective work as soon as possible.

Within 15 days of contract award, the contractor must provide its preventive maintenance plan, which it plans to follow throughout the contract, including the option years. For each visit, the contractor must complete a visit report detailing the preventive (and corrective, if applicable) work carried out.

b. Carry out corrective work identified during inspection activities

Corrective work identified as part of inspection and maintenance activities must be carried out as quickly as possible to minimize the impact on the Agency's activities. During inspections, the contractor is responsible for notifying the Agency representative as soon as possible of any breakage, malfunction or



doubt as to the proper operation of components that could affect the proper performance of the chillers, even if these components are not included in the contract. This approach enables the Agency to maintain the excellence of its facilities. The contractor may submit a quote, based on the rates in Table 2 of Annex B, before proceeding with the repair.

At the end of the corrective work, the contractor's technician must submit a report to the Agency representative indicating the activities carried out, the parts replaced, the time spent and, if required, the results of the tests carried out following the corrective work.

c. Carry out corrective work following equipment breakdowns

Corrective work identified following a breakdown during equipment operation must be carried out promptly and as quickly as possible, so as to cause the least possible disruption to the Agency's activities. All service requests must be officially taken over by the contractor within **30 minutes** of the request.

Unexpected failure of any equipment shall in no way relieve the contractor of its responsibility to ensure the continuous operation of the equipment, to ensure the supply of chilled water in accordance with the parameters set out in these requirements and to ensure the performance of the equipment in accordance with the established performance criteria.

Mitigation plan: It is included in the basic service that should a breakdown affect or threaten to affect the supply of chilled water to the Agency's network for a period exceeding 4 hours, the contractor must provide a replacement unit capable of generating **120 tons of chilled water per hour** during the period of equipment restart, starting at the beginning of the 5th hour of the service outage. Mechanical and electrical equipment must be installed by the contractor. The contractor must demonstrate that the installation is fully functional.

At the end of the corrective work, the contractor's technician must submit a report to the Agency representative indicating the activities carried out, the parts replaced, the time spent and, if required, the results of the tests carried out following the corrective work.

d. Ensure availability of resources

Maintain resource availability at all times (24 hours a day, 7 days a week) throughout the contract period.

By availability, we mean ensuring that the Agency will be able to contact the contractor, one of its designated resources or a centralized emergency call service at any time should the need arise, in order to report an anomaly or breakdown. Here are the expected service levels:

- ✓ Handling a service call: 30 minutes, start of counter at the time the Agency enters
 or attempts to enter into contact with the contractor.
- ✓ Technician on site: 60 minutes, start of counter at the time the Agency enters or attempts to enter into contact with the contractor.
- ✓ Return to normal: 180 minutes, start of counter at the time the Agency enters or attempts to enter into contact with the contractor. After that, the contractor must prepare to deploy its mitigation plan.

Provide the Agency representative with telephone numbers and procedures for contacting the contractor.

e. Leak detection tests



<u>1st test</u>: Within 30 days of contract award. An official report must be submitted to the Agency as soon as possible following this test.

<u>Subsequent annual tests</u>: During annual maintenance activities, perform a leak detection test on all refrigeration system components covered by this contract.

Testing will be carried out in compliance with the provisions of the Canadian Environmental Protection Act, Federal Halocarbon Regulations.

4. Initial assessment of equipment condition

Following contract award, the contractor will have 10 working days to submit a detailed report on the condition of each piece of equipment. This report must be emailed to the Agency representative. This report must show that all equipment is in good condition and free from any operating or installation defects.

Following analysis, the report must detail the good condition of the tubes, the quality of the oil, and vibrations within acceptable tolerances, all compared to the manufacturer's specifications.

5. <u>Mitigation plan</u>

Once the contract has been awarded, the contractor has 30 days to submit its mitigation plan to the Agency representative. See Section 3.5.

6. <u>Contractor's general responsibilities</u>

5.1. Compliance with standards, legislation and regulations

Carry out all work in compliance with current standards, regulations and legislation. Ensure that employees and those in charge of the work are familiar with the *Canadian Environmental Protection Act*, *Federal Halocarbon Regulations* and apply all the provisions of this legislation.

5.2. Qualification of resources assigned to maintenance activities

Assign only qualified technicians with the required licences and skills to carry out maintenance and repair work in accordance with these requirements. In accordance with the requirements of the *Canadian Environmental Protection Act, Federal Halocarbon Regulations*, assign only certified persons to service, leak-test or charge a halocarbon. For greater certainty, "certified person" means a service technician who has successfully completed an environmental awareness course accepted by at least three provinces and who holds a corresponding valid certificate.

5.3. Health and safety

The contractor is fully responsible for health and safety under this contract. The contractor must carry out the work using recognized and safe work methods. At the start of the contract, the contractor must familiarize itself with the Agency's health and safety protocols. The contractor is responsible for disseminating the action plan to its employees and subcontractors assigned to the work, and undertakes to ensure compliance with the action plan throughout the contract period.

5.4. Corporate security

Ensure that the employees assigned to carry out the work and who will have access to the Space Centre agree to undergo the security screening carried out by the Canadian Space Agency's security office. Ensure that employees are fit to undergo and pass such a security screening. If one of the proposed resources is rejected, the contractor must assign another resource of similar competence.

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Whenever possible, always assign the same resources to the work, to minimize the need for security screenings and to use resources familiar with building-specific equipment and operations.

Comply with Canadian Space Agency corporate security rules. Site visits will be required for members of the contractor's staff whose job it is to deliver the documentation requested at the start of the contract. Personnel assigned to these tasks will be required to hold an Agency Reliability Status, in accordance with the relevant terms and conditions.

5.5. Gas leaks

In the event of a gas leak, take all steps listed in the *Federal Halocarbon Regulations* to either repair the leak, isolate the leaking part of the system and recover the halocarbon from it, or recover the halocarbon from the system.

Promptly notify the Agency representative of any such leak. The addition of refrigerant gas will be at no cost to the Agency.

7. <u>Tools, PPE and uniforms</u>

The contractor must provide all equipment and tools necessary to perform the work. The contractor must provide all worker personal protective equipment (PPE). The contractor is responsible for providing professional dress for these employees. The contractor must provide work clothing in good condition to identify the service company and the name of the resource.

8. Obligation of result

The contractor's obligation of result is applicable to the entire requirement. The contractor's personnel must have the necessary skills, abilities and experience to fulfill this contract.

9. Environmental considerations

As part of Canada's policy requiring 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:

a. Paper consumption:

- Provide and transmit invoices, correspondence, draft reports and final reports in digital format. If printed documents are required, double-sided black and white printing is the default unless otherwise specified by the business owner:
- Ensure that printing paper contains at least 30% recycled content and/or is certified as originating from a sustainably managed forest;
- Use electronic signatures, where clients are able to accept them, to reduce paper consumption;
- Recycle unnecessary printed materials (as per security requirements).

b. Travel requirements:

- Use videoconferencing and/or teleconferencing tools whenever possible to reduce unnecessary travel;
- Use public transit or other environmentally friendly modes of transportation whenever possible.

c. Miscellaneous:

• Implement processes that minimize chemical consumption and waste.



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/TexteComplet.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.

	Table 1 : Annual Firm price for maintenance, repairs and service calls					
		Initial p	eriod	Year 1	Year 2	Year 3
		From July 1st 2024 to June 30 2025	From July 1st 2025 to June 30 2026	From July 1st 2026 to June 30 2027	From July 1st 2027 to June 30 2028	From July 1st 2028 to June 30 2029
Α	Firm price * (\$)	\$	\$	<u>\$</u>	\$	<u>\$</u>
В	Chiller maintenance option price 3 **	\$				
С	TOTAL (C) = (A) + (B)	\$	\$	\$	<u>\$</u>	<u>\$</u>

^{*}Important: Please indicate firm prices rounded to the unit (no decimal places). This price must include service on Chiller 3 from March 1, 2025. Price must include transport, administration and profit.

Chiller 6-RFC-003 (commonly known as Chiller 3) is currently under warranty following work by a contractor until the last day of February 2025. For this reason, we are requesting a separate option price for the service of Chiller 3 for the period from the date of contract issue to the last day of February 2025.

Irrespective of this separate price request, Chiller 3 is to be included in the contract from March 1, 2025. The Agency reserves the right not to apply the option (also indicated in Annex A). Price must include transport, administration and profit.

^{**}Important note:

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NAD		J.O.F.	
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	*		
AGENCESA		CANAD	N.
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CK.00		NAD	•

Table 2 : Hourly rate for special work						
	Initial p	eriod	Year 1	Year 2	Year 3	
	From July 1st 2024 to June 30 2025	From July 1st 2025 to June 30 2026	From July 1st 2026 to June 30 2027	From July 1st 2027 to June 30 2028	From July 1st 2028 to June 30 2029	
Hourly rate*	\$/hour	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	
Percentage of profit on parts**	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	

^{*}Important: Please indicate firm prices rounded to the unit (no decimal places). Price must include transport,

administration and profit.

Evaluations

For the purposes of evaluating bids received under this bid solicitation, the estimated value of each bid will be determined by summing:

- the total (C) of the five years in Table 1;
- 50 hours of overtime at the rate shown in Table 2;
- 20,000 x percentage of profit based on the rate in Table 2

^{**}Percentage added to the contractor's invoice in relation to the price paid by their supplier (invoice to be presented).



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement		Contr	act Number / Numéro du contr	at			
of Canada du Canada			REQ 20240026				
		Security Cla	assification / Classification de : N-CLASSIFIÉ / UNCLASSIFIE	sécurité D			
			TO TOO I LET OFFICE ICON IL				
	CURITY REQUIREMENTS CHATION DES EXIGENCES REI						
PART A - CONTRACT INFORMATION / PARTIE A -			CURITE (LVERS)				
1. Originating Government Department or Organizatio			or Directorate / Direction génér	ale ou Direction			
Ministère ou organisme gouvernemental d'origine	ASC	I .	nmobiliers				
3. a) Subcontract Number / Numéro du contrat de sou			ntractor / Nom et adresse du so	ous-traitant			
	Appel d'offr						
 Brief Description of Work / Brève description du tra 	vall						
Appel d'offres - Service d'entretien des refroidisseurs du	CSJHC						
5. a) Will the supplier require access to Controlled Go	ods?			No Yes			
Le fournisseur aura-t-il accès à des marchandise	es contrôlées?			✓ Non Oul			
b) Will the supplier require access to unclassified m	ilitary technical data subject to the	provisions of the Te	echnical Data Control	/ No Yes			
Regulations?				Non Oul			
Le foumisseur aura-t-il accès à des données tec	nniques militaires non ciassifiees q	ui sont assujetties a	iux dispositions du Regiement				
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le ty	ne d'accès requis						
 a) Will the supplier and its employees require access Le fournisseur ainsi que les employés auront-lis 				✓ No Yes			
(Specify the level of access using the chart in Qu		des biens PROTEG	ES EUOU CLASSIFIES:	Non L Oul			
(Préciser le niveau d'accès en utilisant le tableau							
6. b) Will the supplier and its employees (e.g. cleaner		access to restricted	access areas? No access to	No Yes			
PROTECTED and/or CLASSIFIED Information of				Non ✓ Oul			
Le fournisseur et ses employés (p. ex. nettoyeur			d'accès restreintes? L'accès				
à des renseignements ou à des biens PROTÉGE		torisé.					
 c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais 		de nuit?		V No Yes Oul			
7. a) Indicate the type of information that the supplier	will be required to access / Indique	r ie type dinformatio	on auquei le fournisseur devra I	avoir acces			
Canada	NATO / OTAN		Foreign / Étranger				
7. b) Release restrictions / Restrictions relatives à la d	Iffusion	,					
No release restrictions	All NATO countries	1	No release restrictions				
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative				
à la diffusion		•	à la diffusion	_			
Net extremely							
Not releasable A ne pas diffuser							
The pas amose	_	,					
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :				
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Précis	er le(s) pays :					
Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s) pays : Specify country(les): / Préciser le(s)							
7. c) Level of Information / Niveau d'Information							
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A				
PROTEGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A				
PROTECTED B	NATO RESTRICTED		PROTECTED B				
PROTÉGÉ B	NATO DIFFUSION RESTREINT		PROTÉGÉ B				
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	一			
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÈGÈ C				
CONFIDENTIAL							

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TOP SECRET (SIGINT)

TRÉS SECRET (SIGINT)

CONFIDENTIEL

TOP SECRET

TRÈS SECRET

SECRET

SECRET

Security Classification / Classification de sécurité NON-CLASSIFIÉ / UNCLASSIFIED

NATO SECRET

COSMIC TOP SECRET

COSMIC TRÈS SECRET

Canadä

CONFIDENTIEL

TOP SECRET

TRÈS SECRET

TOP SECRET (SIGINT)

TRÉS SECRET (SIGINT)

SECRET

SECRET





du Canada

Contract Number / Numéro du contrat REQ 20240026 Security Classification / Classification de sécurité NON-CLASSIFIÉ / UNCLASSIFIED

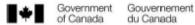
	zinued) / PARTIE A (suite)						
	8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes Le fournisseur aura-t-li accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?						
If Yes, India	rate the level of sensitivity:						
	native, indiquer le niveau de sensibilité : plier require access to extremely sensitive INFOSEC information or assets?	No Yes					
	eur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oul					
Short Title/	s) of material / Titre(s) abrégé(s) du matériel :						
	Number / Numéro du document :						
	RSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)						
10. a) Personi	nel security screening level required / Niveau de contrôle de la sécurité du personnel requis						
✓	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECR COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SEC						
	TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC TOP SECRET TRÊS SECRET - SIGINT NATO CONFIDENTIEL NATO SECRET COSMIC TRÊS SECRET						
	SITE ACCESS ACCES AUX EMPLACEMENTS						
	Special comments:						
	Commentaires spéciaux : Technicien sera physiquement sur place pour la prestation du service.						
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: SI plusieurs niveaux de contrôle de sécurité sont reguls, un guide de classification de la sécurité doit être f	burni					
10. b) May un	screened personnel be used for portions of the work?	No Yes					
	sonnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non V Oul					
	If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? No Ves Non Oui						
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)							
INFORMATI	ON / 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 Non Out						
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou							
CLASSIFIÉS?							
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? ✓ NonOu							
PRODUCTION	DN .						
	11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment No Yes						
	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 PROTÈGE						
etiou CLASSIFIÉ?							
INFORMATION	ON TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)						
44 40 1000 45-2	and the beautiful to the literature to the desirable and the angle of the DECTEORED and to 01 400 FED.	No Yes					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED No Ves No Oul							
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des							
renseig	nements ou des données PROTEGÉS et/ou CLASSIFIÉS?						
11. e) Will ther	e be an electronic link between the supplier's IT systems and the government department or agency?	No Yes					
	era-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence	V Non □Oul					
gouvern	iementale?						

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Contract Number / Numéro du contrat

REQ 20240026

Security Classification / Classification de sécurité NON-CLASSIFIÉ / UNCLASSIFIED

PART C - (continue For users comple site(s) or premise Les utilisateurs q niveaux de sauve	ting 6. ul re	the empl	form Isser	n manually use nt le formulaire	e manuell	ement do	olvent utiliser									
For users comple Dans le cas des i dans le tableau re	ting	the ateu	form	online (via th	ne Internet le formula), the sun aire on lig	nmary chart I Ine (par Inter		ises aux	questions						alsies
Category Catégorie	PROTECTED PROTEGÉ						NATO				COMSEC					
	A	В	С	CONFIDENTIAL CONFIDENTIAL	SECRET	Top Secret Três Secret	NATO RESTRICTED NATO DIFFUSION	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES		В		CONFIDENTIAL CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
Information / Assets Renseignements / Biens Production		H				GEURET	RESTREINTE	CONFIDENTEL		SECRET						SECRET
IT Media / Support TI IT Link / Lien électronique		F	F													
12. a) is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes									Yes							
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.																
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 Out																
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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ANNEX D - INTEGRITY FORM

Dénomination co	omplète de l'entreprise / Complete Legal Name of Company						
Adresse de l'entreprise / Company's address							
NEA de l'entreprise / Company's PBN number							
Numéro	de l'appel d'offre / Request for proposal's number						
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board 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 members:							
Commentaires / Comments							

10	OI N SP	I∏ III AC∌	
CANAC	JIAN SP	Le A	ENCY.
AGENCE	74	_	NAP
	PA-	400	P

ANNEX E - PERFORMANCE EVALUATION REPORT

AIN	NEX E - PERFURIMANCE	EVALUATION REPO	JKI				
SA #	#:		Contract #:				
Contractor's Name:		Award Amt:		Award Date:			
Contractor's Address:		Final Amt:		End Dat	End Date:		
			Total Spent:		1		
		TA Contract	:	☐ Yes	☐ No		
Des	cription of Work:		Amendment	: History:			
Clie	nt Department:						
Proj	ect Authority	Procurement Authority		PWGSC Contrac	cting Author	ity	
Nam		Name:		Name:			
e-ma	phone #: ail:	Telephone #: e-mail:		Telephone # e-mail:			
4 L	low do you rate the Centractor's o	vorall performance?					
1	low do you rate the Contractor's o below expectations		above expectat	ions			
2. F	Resources						
	a. Did the Contractor provide the res		•		☐ Yes	☐ No	
	b. Did the Contractor's resources co	onduct their work in a profess	sional manner?		☐ Yes	☐ No	
c. Were replacement resources required?				☐ Yes	☐ No		
3. F	Replacement Resources						
	a. Did the Contractor's request to re	place the resources immedia	ately after Cont	ract Award?	☐ Yes	□ No	□ NA
b. Did the Replacement Resources meet the requirements of the R			e RFP?		☐ Yes	☐ No	☐ NA
c. How many times were the Contractor's resources replaced?					☐ Yes	☐ No	□ NA
4. V	Vas the Contract completed wihin	the predetermined:					
	a. Time Estimate?				☐ Yes	☐ No	
b. Cost Estimate?					☐ Yes	☐ No	
5. V	Vere the required Reports and Del	iverables:					
a. In conformity with the Scope & Tasks of the SOW					☐ Yes	☐ No	
b. Received in the specified time frame?					☐ Yes	☐ No	
6. C	Contract Management						
	a. Did the Contractor deal with perfo	ormance issues in a timely ba	asis?		☐ Yes	☐ No	☐ NA
b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions?			uctions?	☐ Yes	☐ No		
c. Did the Contractor submit the invoices in accordance with the Basis of Payment?			nent?	☐ Yes	☐ No		
d. Did the Contractor submit the invoices in accordance with the Method of Payment?			/ment?	☐ Yes	☐ No		
e. Did the Contractor respond to every TA Request?				☐ Yes	☐ No	☐ NA	
f. Did the Contractor properly respond to every TA Request?					☐ Yes	☐ No	☐ NA
7 R	emarks						
	omanto						



ANNEX F - Contract Security Program (CSP) - Application For Registration (AFR)

*To be completed by Canadian suppliers

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





Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471)

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.



Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471)

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 document safeguarding capability.

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



Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471)

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

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out of rows, provide on a separate sheet of paper attached to the form, all the required information for the additional officers.

Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471)

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.

OF ACTION SPACE AGENCY

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.

Guidance on completing the Contract Security Program's Application for Registration form (PSPC 471)

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 hand or a valid e-signature. Script fonts will not be accepted.



ANNEX G - CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING FORM

To be completed by foreign suppliers only

Protected (once completed)

Purpose

The purpose of this form is to initiate the security screening process for foreign suppliers who will need access to Canadian Protected/Classified information/assets/sites under a Government of Canada contract or Multinational Program processed by the Canadian Contract Security Program (CSP). The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and/or investigation. Additionally, the information may be disclosed to and used by other Government of Canada institutions that may require this information as part of their functions or investigation under Canadian Law or for security assurances from foreign data protection authorities or industrial security programs of foreign governments.

The role of the Designated Security Authority for Canada (Canadian DSA) is performed by the International Industrial Security Directorate under the Contract Security Program and is the Canadian authority for confirming compliance with the Canadian national and international security requirements involving foreign suppliers.

Instructions for completing this form

General

- This form and the additional documentation required must be provided in English or French.
- In any instance where this form does not allow enough space for a complete answer, please include additional pages and/or table rows as required.
- Refusal to provide the information, the provision of false statement, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will result in a denial or revocation of eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites.

Section A - Business Information

- You must provide all required documentation (outlined below) in relation to the type of company or corporate entity. Company or corporate entity's organization chart is mandatory for all types of entity.
- Legal name of the company or corporate entity refers to the legal name of the company or corporate entity as it is registered with the relevant foreign government authorities.
- **Business or trade name** refers to the name which a business trades under for commercial purposes, although its registered legal name used for contracts and other formal situations, may be another name.
- Corporation refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely. Provide the following additional information to substantiate this type of company or corporate entity selection:
 - Stock exchange identifier (if applicable): and
 - Certificate of Incorporation, compliance, continuance, etc.



- Partnership refers to a voluntary contract between two or more competent persons to place their
 money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the
 understanding that there shall be a proportional sharing of the profits and losses between them.
 Provide the following additional information to substantiate this type of company or corporate
 entity selection:
 - o Evidence of legal status (e.g. partnership documentation).
- **Sole proprietor** refers to the owner of a business who acts alone and has no partners. Provide the following additional information to substantiate this type of company or corporate entity selection:
 - Government registration documentation; and
 Other (e.g. Master Business License).
- State-owned entity refers to a state-owned enterprise or government-owned enterprise where the government or state has significant control over this business entity through full, majority, or significant minority ownership. Provide the following additional information to substantiate this type of company or corporate entity selection:
 - National Law, Act or policies defining the entity; and
 Evidence of legal status.
- Other (e.g. letters of patent, universities, financial institutions, unincorporated companies).
 Provide the following information to substantiate this type of company or corporate entity selection:
 - Evidence of legal status:
 - National laws and Acts; and/or
 - Charters.
- If the company or corporate entity is already registered in an industrial security program from the National Security Authority (NSA) or Designated Security Authority (DSA) of the relevant country, indicate the security level of its facility clearance and its date of validity.
- Indicate the name of the national Data Protection Authority (DPA) responsible for the protection of personal information in the country where the company or corporate entity is located and indicate the title of the legislation defining this authority.

Section B - Company Security Officer (CSO)

- Identify the individual that will be nominated as the company or corporate entity's Security Officer (hereinafter referred to as Company Security Officer (CSO)) who will be responsible for ensuring compliance with the security requirements of the Government of Canada contract or multinational program.
- The CSO must be:
 - an employee of the company or corporate entity; and
 be security assessed at the same level as the company or corporate entity.
- The CSO must notify the Contract Security Program of any structure changes of the ownership
 for the company or corporate entity, including changes of the membership of its Board of
 Directors and the change of the nominated CSO.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term Country of Primary Residence/National Domicile refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.



Section C - List of Board of Directors

- List all members of the company's Board of Directors. Applicants are to add additional rows to the section if required.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

Section D - Ownership Information

- For the purposes of the Contract Security Program, the following interpretations are applicable:
- Direct (or registered) owners are owners who hold legal title to a property or asset in that owner's name.
- Ownership refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
- Parent company or corporate entity refers to a company or corporate entity which owns and/or
 controls controlling interest (e.g. voting stock) of other firms or companies, usually known as
 subsidiaries, which may give it control of the operation of the subsidiaries.

Section E - Certification and Consent

Only an individual identified in Section C may complete this section.

IMPORTANT NOTE: The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will prohibit your eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites. An incomplete form will not be processed by the Contract Security Program and will be returned to you.

SECTION A - BUSINESS INFORMATION				
Complete Section A and provide the required documentation identified in the instructions above.				
Legal name of the company or corporate entity				
Business or trade name (if different from legal name)				
 Type of company or corporate entity (Indicate the type of organization and provide the required validation documentation) (select one only) 				
☐ Sole proprietor				
☐ Partnership				
☐ Corporation (Private or Public)				
☐ State-owned entity				

				SPATIA
4.	Provide a brie	f description of your co	mpany or corpora	te entity's general business activities
5.	Business (Hea	ad office) civic address		
	N 4 '11' 1 1	// // // // // // // // // // // // //		,
6.	Mailing addres	ss (if different from busi	ness civic addres	S)
7.	Company or c	orporate website (if app	olicable)	
	,	-	,	
8.	Business	9.	Telephone	10. Facsimile number if applicable
	Identifier		number	(include country code)
	Number if		(include country	
	applicabl		code and	
11. Number of employ	ees in your com	pany or corporate entit	У	12 Number of employees who
				require access to Canadian
				Protected/Classified information/assets/sites
				illioillation/assets/sites
13. Indicate the valid fa	acility security le	vel of the company or	corporate entity	14. Provide the date of the validity of
granted by the relevar Authority (indicate NIL	it National Secu	rity Authority or Designa	ated Security	the facility clearance (if applicable)
Authority (indicate Mil	. II Hone)			
		.		
15. Name of the releva	ant national Data	Protection Authority (I ion in the country (indic	JPA) responsible	16. Title of the legislation defining the
Tor the protection of pe	zisonai inioimal	ion in the country (maic	ate NIL II HOHE)	Data Protection Authority (DPA) (if applicable)
				applicable)

SECTION B – COMPANY SECURITY OFFICER					
Complete Section B.					
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/Nationa I domicile	
Email address for the co	mpany security officer:				

Citizenship(

Country of primary residence/Nationa

Position title

Complete Section C. Add additional rows or attachment as required

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CAMADIAN SE	ACE AGE
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- AGENCE SPATIAL	W _E
NCK.	Old
SPATIA	E CANT

					I domicile
	Т.		-1	1	
SECTION D - OV	WNERSHIP INFO	RMATION			
Complete Section	n D for each leve	el of ownership			
Identify all entities	s. individuals, publ	ic or private corporati	ons that have an o	wnership stake in th	e organization listed
in Section 1. For	publicly traded cor	porations, identify sto	ock exchange. An o	wnership relation ch	nart with percentage
of ownership mus	OWNERSHIP I EV	EL 1 (DIRECT OWN	FRSHIP)		
		ct organizations own	•	company or corpo	rate entity identified
Name of	Address	Type of entity	Stock exchange	Percentage of	Country of
organization or	71001000	(e.g. private or	(public or private)	ownership	jurisdiction or
individual		public corporation,		Ownership	citizenship
individual		state-owned)			
SECTION D-2 - 0	OWNERSHIP LEV	/EL 2			
If there is any add	ditional ownership dicate N/A (not ap	for the names listed i	n the previous sect	ion (D-1), provide th	ne information below
Name of	Address	Type of entity	Stock exchange	Percentage of	Country of
organization or		(e.g. private or	(public or private)	ownership	jurisdiction or
individual		public corporation,	(, , , , , , , , , , , , , , , , , , ,		citizenship
		state-owned)			
SECTION D-3 - 0	OWNERSHIP LEV	/EL 3			
If there is any add below. If none, pl	ditional ownership ease indicate N/A	for the names listed i (not applicable).	n the previous sect	ion (D-2) please pro	ovide the information
Name of	Address	Type of entity	Stock exchange	Percentage of	Country of
organization or		(e.g. private or	(public or private)	ownership	jurisdiction or
individual		public corporation,	, ,		citizenship
		state-owned)			
· · · · · · · · · · · · · · · · · · ·	1		1	1	1

SECTION C - LIST OF MEMBERS OF THE BOARD OF DIRECTORS (INDICATE N/A IF NOT APPLICABLE)

Given name(s)

SECTION E – CERTIFICATION AND CONSENT (only an individual identified in Section C may complete this section)

I, the undersigned, as the individual authorized by the organization identified in Section 1, have read the purpose and instructions of this screening form and do hereby certify that the information contained in this screening form is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of the information provided in this screening form for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization such as change of address, contact phone numbers, email address, change in company management structure, ownership, company security officer and the members of the Board of Directors.

Surname	Given name(s)
Camano	Given name(s)
Position title	Telephone number (include country code and extension number if any)
	extension number if any)
Facsimile number if applicable (include country code)	Email address
Signature	Date

FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM					
Recommendations					
	Lo:				
Recommendation by analyst (Name)	Signature	Date			
Approval (Name)	Signature	Date			