

# **REQUEST FOR PROPOSAL (RFP)**

# **BUILDING AND GROUNDS MAINTENANCE SERVICE**

Bid Submission Deadline: July 4<sup>th</sup> , 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. 9F030-23-0321

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

June 11, 2024



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## PART 1 - GENERAL INFORMATION

#### 1.1 Summary

The Canadian Space Agency (the Agency) is seeking a firm specializing in building and grounds 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 October 1<sup>st</sup>, 2024 to September 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 four (4) 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;

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

#### 1.3 Statement of Work

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

#### **1.4 Trade Agreements**

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



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

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

#### 1.6 Debriefings

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

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

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.



## 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 (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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:

<u>https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page</u> Canada Post Corporation connect service information: <u>Section 08 (2022-03-29)</u> - Transmission by Canada Post Corporation Connect of document 2003 – Standard Instructions - Goods or Services -Competitive Requirements.

#### Or

• <u>By Fax</u> : **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 <u>2003</u>, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

#### DO NOT COPY THE CONTRACTING AUTHORITY

#### 2.2.1 Technical Difficulties of Bid Transmission

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



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 <u>melanie.seguin@asc-</u> <u>csa.gc.ca</u> **no later than five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

# 2.4 Applicable Laws

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



Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory 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</u> <u>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.

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# **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.).
- 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;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

#### Section I: Technical Bid

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



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

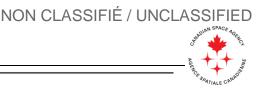
Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

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

#### Section III: Certifications

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



# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In conducting its evaluation of the bids, Canada may, **but will have no obligation to**, do the following:
- a. <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.
- b. <u>contact any or all references</u> 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 <b>MUST</b> be in operation for at least ten (10) years from the RFP closing date <b>AND</b> provide documented evidence of their status in their proposal (a certificate of incorporation, business registration or declarations).	
MC2	The Bidder <b>MUST</b> be registered with the Commission des normes, de l'équité et de la santé et de la sécurité au travail (CNESST) <b>AND</b> provide a copy of the register or a copy of the registration certificate to the CNESST.	
MC3	The Bidder <b>MUST</b> provide the experience of the proposed personnel for the <b>Building maintenance technician</b> position by providing the resume and certificates of each candidate* to verify each of the mandatory requirements below. R1.1 At last 5 years of experience in general building maintenance	
	R1.2 At least 5 years of experience in commercial or institutional	

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	building maintenance	
	R1.3 A Diploma of vocational studies (DVS) in general building maintenance OR an acceptable combination of education and training, which must all be detailed on the resumé	
	R1.4 WHMIS 2015 training successfully completed less than 3 years from the date of submission	
	R1.5 An operator competency card for articulated boom lifts with a bucket	
	R1.6. Working at heights training card	
	R1.7 Hot work training card	
	*Two (2) different resumes and batches of certificates must be submitted. If more than two resumes are submitted, only the first two will be evaluated.	
	The Bidder <b>MUST</b> provide the experience of the proposed personnel for the <b>Building and grounds maintenance technician</b> position by providing the resume and certificates of each candidate* to verify each of the mandatory requirements below.	
	R2.1 At least 3 years of experience in commercial or institutional building maintenance <b>AND</b> outdoor grounds maintenance	
	R2.2 WHMIS 2015 training successfully completed less than 3 years from the date of submission	
MC4	R2.3 An operator competency card for articulated boom lifts with a bucket	
	R2.4 Working at heights training card	
	R2.5 Hot work training card	
	R2.6 Class 5 driver's licence issued in Quebec	
	*Two (2) different resumes and batches of certificates must be submitted. If more than two resumes are submitted, only the first two will be evaluated.	
	The Bidder <b>MUST</b> provide the experience of the proposed personnel for the <b>Labourer</b> position by providing the resume and certificates of the candidate to verify the mandatory requirement below.	
MC5	R3.1 At least 3 years of experience in commercial or institutional building maintenance	
	building maintenance	



		Bidder <b>MUST</b> present three (3) similar projects or contracts pleted within the last ten (10) years from the close of this RFP.	
		demonstrate this experience, the following information will be aired for three (3) recent projects completed by the Bidder:	
	1.	Project name;	
	2.	Client organization name and responsible person name;	
MC6	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).	
	Note	es:	
		• We will only contact references to verify information.	
	the t	e Bidder submits more than three references, only projects within three (3) project limit will be evaluated. The first three (3) projects bosed 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, 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.

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5. Certifications Required with the Bid

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

#### 5.1 Certification - Bid

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

#### 5.1.2 Security Requirements

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

- a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses;
  - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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



#### 5.3 Former Public Servant

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

#### 5.3.1 Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>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</u> <u>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</u> <u>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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### 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</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list (<u>http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml</u>) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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.

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

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

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

#### 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 (PBN): \_\_\_\_\_

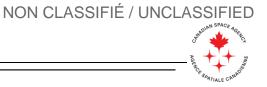
#### 5.10 Certification – Contract

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

#### **CERTIFICATION SIGNATURE**

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

- **5.1.** Certification Bid
- **5.2.** Ineligibility and Suspension Policy
- **5.3.** Former Public Servant
- **5.4.** Federal Contractors Program for Employment Equity
- **5.5.** Integrity Provisions



- **5.6.** Insurance Requirements
- **5.7.** Status and Availability of Resources
- **5.8.** Education and Experience
- 5.9. Procurement Business Number
- **5.10.** Certification Contract

Signature

Date

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

Phone :

E-Mail :



# PART 6 - RESULTING CONTRACT CLAUSES

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

#### 6.1 Security Requirements

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

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-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) <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/21</u> 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, <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4013/2</u> 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 October 1<sup>st</sup>, 2024 to September 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 four (4) 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 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 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	

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

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

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

Name:	
Title:	
Organization:	
Address:	

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

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

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

#### 6.7 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:

when it is 75 percent committed, or
 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 ;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)



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

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

## 6.15 Office of the Procurement Ombudsman clause

#### 6.15.1 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 <u>www.buyandsell.gc.ca</u> under the heading "Supplier Dispute Management Process".

#### 6.15.2 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.

#### 6.15.3 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 <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.



#### ANNEX A - STATEMENT OF WORK

#### 1. General

The Canadian Space Agency (the Agency) is seeking a firm specializing in building and grounds maintenance for its site at 6767 Route de Maintenance Aéroport, Saint-Hubert, Quebec, Canada (John H. Chapman Space Centre, JHCSC) for a contract of two (2) fixed years with four (4) option years.

The John H. Chapman Space Centre (JHCSC) is a building constructed in 1993 with a floor area of 30,000 square metres. 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 technical specifications. It is located on a 42-hectare property.

#### 2. Scope of work

This mandate is to provide labour that meets the Agency's security requirements to perform the tasks described in these specifications and to carry out various small projects.

The Contractor must delegate a member of its management staff to act as a contract delivery manager. This contract delivery manager will be the Agency's point of contact for the execution of this contract's mandate. The Contractor's personnel working at the Agency site will report directly to this contract manager.

The Contractor is responsible for delivering quality\*\* services, which includes, but is not limited to the following tasks:

- maintenance of hardware and locks and various building components;
- installation of door closers, locks, hooks, picture frames, shelves, etc.;
- repairs to and installation of walls, ceilings, flooring and associated finishes;
- interior and exterior painting;
- assembly, relocation, disassembly, maintenance of various pieces of furniture;
- grounds maintenance and landscaping (trees, grass, interlocking paving stones, etc.);
- mechanical servicing of equipment used for grounds maintenance;
- general handling of various devices.

\*\* "Quality" means a quality of work that aligns with the best practises in the area of expertise.

As planned, the labour required includes:

- <u>Building maintenance technician</u> 2 full-time positions, 40 hours a week, Monday to Friday from 7:00 a.m. to 3:30 p.m.
- <u>Building and grounds maintenance technician</u>
   2 full-time positions, 40 hours a week, Monday to Friday from 7:00 a.m. to 3:30 p.m.
- Labourer

1 full-time position, 40 hours a week, Monday to Friday from 7:00 a.m. to 3:30 p.m. These positions are usually seasonal, from mid-April to late September.

Normal working hours must be a minimum of 7:00 a.m. to 3:30 p.m., Monday to Friday, with shifts of eight (8) hours worked. The Agency may specifically request that the contract manager allocate specific additional staff. The contract manager must provide nominees to the Agency within five (5) working

NON CLASSIFIÉ / UNCLASSIFIED



days.

No minimum hours worked are guaranteed in this document. The Contractor cannot consider the Contract to be exclusive in the performance of the tasks described in this specification. Each task will be performed based on a work order request that is documented using a centralized maintenance management system (CMMS).

The Contractor must ensure the presence of its personnel for the delivery of the service. The personnel that the Contractor assigns to the contract must always remain the same. The safety levels described in a later section of this document must be upheld.

In the event that the quality of the work described in these specifications is not met, the Agency may request a replacement on site. A repeated replacement of the personnel assigned to the contract, for any reason, will be considered by the Agency as a major service quality risk. This quality is closely linked to the skills that technicians develop when interacting with the JHCSC site's complex operations. Any replacement of personnel must be implemented within a maximum of fifteen (15) working days.

If an employee of the Contractor assigned to the Agency leaves, the Contractor must provide, within a maximum of five (5) working days, a minimum of three (3) resumés of technicians who could fill the position. The Agency must meet with each candidate identified as interesting. Upon selection of the technician, the Contractor must start on-site integration very quickly (within 48 hours of selection).

The Contractor must always protect the Agency's property against damage, deterioration and loss that may occur during the execution of the mandate. The Contractor must repair at its own expense any damage, deterioration or loss caused by its personnel, as required.

# 3. Vacation, illness, absences, departures and statutory holidays

The Contractor must, except as directed by the Agency and at no cost to the Agency, replace a regular technician who is absent for 14 days or more.

When a Contractor's employee is absent for less than 14 days, the Contractor is required to ensure the availability of a replacement in the event of an emergency, and their presence at the site is required within two hours of the Agency's call to the contract manager. The hours worked by this person will be at the same hourly rate as the assigned absent employee. The availability of this resource in this case is not billable to the Agency. The Agency may request a short-term replacement, depending on operational needs at that time. Within 48 hours, the Contractor must provide a replacement that meets the Agency's security requirements.

The Contractor is expected to maintain an up-to-date pool of candidates that meet the security requirements and are able to travel quickly to the Agency's premises to fulfill the mandate of this contract if labour is required.

#### 4. Mandatory minimum personnel qualifications

The Contractor's employees assigned to the contract must, at a minimum, meet the mandatory criteria described in Annex A. In addition to these mandatory criteria, the personnel must possess the experience, capacity and skills required to deliver a quality service according to the relevant professional body. Personnel must meet the following list minimum qualifications to comply:

- Building maintenance technician
  - repairs to and installation of gypsum board walls and ceilings;
  - o repairs and installation of suspended ceilings;
  - repairs to and installation of raised flooring;
  - repairs to floor coverings (carpeting, rubber and ceramic tiles, etc.);
  - o door and hardware maintenance;



- o painting;
- installation of hooks, frames, paintings, bulletin boards, shelves, and indoor and outdoor signage;
- minor furniture repairs;
- o assembly of shelves, furniture, temporary shelters, etc.;
- regular inspection of roofs to remove debris and clean drains;
- ability to physically and safely lift a load of up to 23 kg;
- ability to work outdoors in both winter and summer;
- ability to work independently and be punctual;
- o ability to be in direct contact with the Agency's clients;
- o maintenance of a secret security clearance;
- Building and grounds maintenance technician
  - 1. lawn mowing (with industrial tractor) and operation of gas-powered lawn trimmer;
  - 2. tree and shrub trimming (with electric or gas-powered hedge trimmers);
  - 3. pruning (with chain saw and branch chipper);
  - 4. mechanical servicing of farm tractor, ride-on front mower and various pieces of equipment used for grounds maintenance;
  - 5. operation of a small excavator and loader, aerial basket lifting device and an elevating work platform;
  - 6. forklift operation;
  - 7. general grounds maintenance;
  - 8. general landscaping tasks, including work related to interlocking paving stones;
  - 9. monitoring of equipment servicing;
  - 10. monitoring of work done by contractors;
  - 11. general handling and general repairs to architectural components;
  - 12. repairs to and installation of gypsum board walls and ceilings;
  - 13. repairs and installation of suspended ceilings;
  - 14. repairs to and installation of raised flooring;
  - 15. repairs to floor coverings (carpeting, rubber and ceramic tiles, etc.);
  - 16. door and hardware maintenance;
  - 17. ability to perform arc welding for minor repairs;
  - 18. interior and exterior painting;
  - 19. installation of hooks, frames, paintings, bulletin boards, shelves and indoor and outdoor signage;
  - 20. minor repairs of shelves, furniture, temporary shelters, etc.;
  - 21. regular inspection of roofs to remove debris and clean drains;
  - 22. ability to physically and safely lift a load of up to 23 kg;
  - 23. ability to work outdoors in both winter and summer;
  - 24. ability to work independently and be punctual;
  - 25. ability to be in direct contact with the Agency's clients;
  - 26. maintenance of a reliability security clearance;
- Labourer
  - o lawn mowing (with industrial tractor) and operation of gas-powered lawn trimmer;
  - tree and shrub trimming (with electric or gas-powered hedge trimmers);
  - sweeping of interlocking paving stone surfaces;
  - weeding of plant beds;





- tending of and adding of mulch to plant beds;
- tending of perennials;
- o minor rearrangements of plant beds;
- o general interior and exterior painting;
- o general handling;
- o premises maintenance and equipment cleaning;
- ability to physically and safely lift a load of up to 23 kg;
- ability to work outdoors in both winter and summer;
- o ability to work independently and be punctual;
- $\circ$  ability to be in direct contact with the Agency's clients;
- o maintenance of a reliability security clearance;

#### 5. Minimum personnel training

This section further describes The Agency's expectations in terms of Contractor personnel training. The Contractor is responsible for assigning appropriately trained personnel to work under this Contract.

All personnel must hold a valid WHMIS 2015 Training Certificate at all times, with the last successful recall up to three (3) years old. In the event that the WHMIS Standard is updated during the contract period, the Contractor must train its personnel in accordance with the requirements of the CNESST. If the CNESST does not have any requirements, the Contractor must train its personnel before the new version of the WHMIS standard comes into effect.

The Contractor, through its delegation, processes and work methods, must ensure the health and safety of the Agency's employees at all times. The Contractor must immediately communicate any identified deficiencies or concerns raised in this matter.

#### 6. Corporate safety

The Contractor must meet all of the following criteria:

- Contractor personnel must have a reliability OR secret security rating, depending on the job category.
- Ensure that employees agree to comply with the building access control system with the knowledge that the Agency uses entry and exit records to check hours worked.
- Only employees who have an entry permit and whose name appears on the Contractor's payroll are allowed in the workplace.
- Keep keys issued by Agency in the workplace at the place designated by the Security Unit and follow all Agency directives regarding keys. The Contractor must ensure that no keys are copied or misplaced for any reason. In the event of non-compliance with any of the above rules, the Contractor will be held responsible for the cost of any corrective measures deemed necessary by the Agency to maintain building security.
- Comply with instructions provided by the Agency.
- Read, understand and respect the information contained in the documentation provided by the Agency.

If the required security clearance cannot be issued or maintained, the Agency will request a replacement of the individual.



The Contractor must comply with the guidelines regarding access restrictions to areas based on Agency activities (24/7 operations, experiments, events, etc.).

Some rooms have a special security rating. These rooms must be unlocked by a security guard and the work must be done with a security guard present. The Agency will agree with the Contractor to consolidate this space within a specific time frame, and the Agency technical authority will make the necessary arrangements with security to limit the repetitive use of security officers and to reduce waste of time for the Contractor. The Contractor may not claim additional fees for delays caused by the need to follow security measures.

The Contractor must comply with all accident and fire safety precautions as well as confidentiality and intrusion protection measures. Comply with safety rules recommended by national and provincial codes and prescribed by authorities with jurisdiction over work equipment, methods and habits.

The Contractor must submit its complete and up-to-date health and safety program to the Agency at the beginning of the contract and at each annual cycle start. This program must include, at a minimum, methods, policies and procedures for the health and safety of its personnel at the Agency's site.

# 7. Tools, PPE and uniforms

The Contractor may use the Agency's tool boxes. The Agency is responsible for covering the cost of replacing the tools, except in the event of premature loss or damage caused by a member of the Contractor's personnel. The Contractor must provide all personal protective equipment (PPE) for its personnel (e.g., boots, safety glasses, harnesses).

The Contractor must provide clearly marked, full uniforms to their personnel. The uniform must include equipment that allows indoor and outdoor work, both in summer and winter. The Contractor is responsible for providing professional clothing for their employees. An appropriate uniform standard that allows Agency users to properly identify Contractor personnel must be respected. The Contractor's uniform must be approved by the Agency at the start of the contract.

# 8. Results

The Contractor's obligation regarding the result is applicable to the entire specification. The Contractor's personnel must have the abilities, skills and experience to operate the building operations and maintenance management software used by the Agency.

The Contractor's representative must meet with a Agency representative on a quarterly basis, at a minimum, or upon the Agency's request.

# 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, the Contractor 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 use 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.

Table1 : Hourly rate, per trade, for hours worked on the regular work schedule (7:00 a.m. to 3:30 p.m. during weekdays)							
	Initial	period	Option 1	Option 2	Option 3	Option 4	
	From October 1 <sup>st</sup> , 2024 to September 30, 2025	From October 1 <sup>st</sup> , 2025 to September 30, 2026	From October 1 <sup>st</sup> , 2026 to September 30, 2027	From October 1 <sup>st</sup> , 2027 to September 30, 2028	From October 1 <sup>st</sup> , 2028 to September 30, 2029	From October 1 <sup>st</sup> , 2029 to September 30, 2030	
Building Maintenance Technician	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	
Building and Grounds maintenance Technician							
Labourer							

Table 2 : Hourly rate, per trade, for overtime worked on business days (3:30 p.m. to 7:00 a.m. the next day during weekdays)								
	Initial	period	Option 1	Option 2	Option 3	Option 4		
	From October 1 <sup>st</sup> , 2024 to September 30, 2025	From October 1 <sup>st</sup> , 2025 to September 30, 2026	From October 1 <sup>st</sup> , 2026 to September 30, 2027	From October 1 <sup>st</sup> , 2027 to September 30, 2028	From October 1 <sup>st</sup> , 2028 to September 30, 2029	From October 1 <sup>st</sup> , 2029 to September 30, 2030		
Building Maintenance Technician	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>		
Building and Grounds maintenance Technician								

			ATIALE CAME
Labourer			
Labourer			

Table 3 : Hourly rate, per t		e worked on Satu period	rdays, Sundays a Option 1	nd statutory holio	days Option 3	Option 4
	From October 1 <sup>st</sup> , 2024 to September 30, 2025	From October 1 <sup>st</sup> , 2025 to September 30, 2026	From October 1 <sup>st</sup> , 2026 to September 30, 2027	From October 1 <sup>st</sup> , 2027 to September 30, 2028	From October 1 <sup>st</sup> , 2028 to September 30, 2029	From October 1 <sup>st</sup> , 2029 to September 30, 2030
Building Maintenance Technician	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>	<u>\$/hour</u>
Building and Grounds maintenance Technician						
Labourer						

Table 4 : Minimum number of hours billed for service calls, by request from the Agency, for a staff member														
	Initial p	period	Option 1	Option 2	Option 3	Option 4								
	From OctoberFrom October1st, 2024 to1st, 2025 toSeptember 30,September202530, 2026		From October 1 <sup>st</sup> , 2026 to September 30, 2027	From October 1 <sup>st</sup> , 2027 to September 30, 2028	From October 1 <sup>st</sup> , 2028 to September 30, 2029	From October 1 <sup>st</sup> , 2029 to September 30, 2030								
Minimum number of hours	<u>Hour (s)</u>	<u>Hour (s)</u>	<u>Hour (s)</u>	<u>Hour (s)</u>	<u>Hour (s)</u>	<u>Hour (s)</u>								

#### Evaluation :

For the purposes of evaluating bids received under this bid solicitation, the estimated value of each bid will be determined by summing the estimated value of each table. The estimated value of each table is determined by multiplying the rates submitted in section 2 by an estimated number of hours worked. Estimates of these hours are for evaluation purposes only and cannot be considered as a guarantee.

- Table 1
  - Building Maintenance Technician: 4,000 hours per year
  - o Building and Grounds Maintenance Technician: 4,000 hours per year
  - Labourer: 1,000 hours per year
- Table 2
  - o Building Maintenance Technician: 40 hours per year
  - Building and Grounds Maintenance Technician: 40 hours per year
  - Labourer: 40 hours per year
- Table 3: 80 hours per year



- Building Maintenance Technician: 16 hours per year
- Building and Grounds Maintenance Technician: 16 hours per year
- Labourer: 16 hours per year
- Tableau 4: 6 service calls X the minimum number of hours X the hourly rate of the building and grounds maintenance technician indicated in table 2.

\*Note :

The various hourly rates must include Contractor personnel's travel to the JHCSC, the various insurance, professional and union dues, profits, taxes and all other expenses. The rate applies only to hours worked on site, travel time will not be paid by the Agency.

Days off, vacation, absences and statutory holidays are usually considered not worked and therefore cannot be billed to the Agency. Statutory holidays on standby must be billed at the regular rate present in the price sheet.



# ANNEX C - SECURITY REQUIREMENTS CHECK LIST

		Contr	act Number / Numéro du contr	at
	INTERNE		20230321	
		Security Cl	assification / Classification de s	sécurité
INTERNAL SECURITY	CLEARANCE	NO	assification / Classification de s N-CLASSIFIE / UNCLASSIFIE	D
INTERNAL SECON	)			
		TS CHECK LIST (SRC		
PART A - CONTRACT INFORMATION / PARTIE A	ATION DES EXIGENCES		ECORITE (LVERS)	
1. Originating Government Department or Organization			or Directorate / Direction génér	ale ou Direction
Ministère ou organisme gouvernemental d'origine	ASC		immobilière	
3. a) Subcontract Number / Numéro du contrat de sou		me and Address of Subcor I d'offres	ntractor / Nom et adresse du so	ous-traitant
4. Brief Description of Work / Brève description du tra				
Service de main d'oeuvre spécialisé architecture et terral	n			
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis</li> </ol>				✓ No Yes Non Oui
5. b) Will the supplier require access to unclassified n		to the provisions of the Te	echnical Data Control	No Yes
Regulations?				Non Oui
Le fournisseur aura-t-il accès à des données teo sur le contrôle des données techniques?	hniques militaires non classi	fiées qui sont assujetties a	aux dispositions du Réglement	
<ol> <li>Indicate the type of access required / Indiquer le ty</li> </ol>	vpe d'accès requis			
6. a) Will the supplier and its employees require acce				No Yes
Le fournisseur ainsi que les employés auront-ils		s ou à des biens PROTÉG	ÉS et/ou CLASSIFIÉS?	Non Oui
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau		7. c)		
<ol><li>b) Will the supplier and its employees (e.g. cleaner</li></ol>	s, maintenance personnel) re		access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeur		ontile popès à des zones	d'accès restraintes? L'accès	Non 🗶 Oui
à des renseignements ou à des biens PROTEG			u acces resirennes : L'acces	
<ol> <li>c) Is this a commercial courier or delivery requirem</li> </ol>				VNO Yes
S'agit-il d'un contrat de messagerie ou de livrais		-	in the formation of the	Non Oui
7. a) Indicate the type of information that the supplier				avoir acces
Canada	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la No release restrictions	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préd	iser le(s) pays :	Specify country(ies): / Précise	er le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTR		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL NATO SECRET		PROTEGE C CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET TOP SECRET	COSMIC TRÈS SECRET		SECRET TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité NON-CLASSIFIÉ / UNCLASSIFIED

Canadä





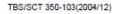
\*

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat	
20230321	
 Security Classification / Classification de sécurité NON-CLASSIFIE / UNCLASSIFIED	

PART A (cont	inued) / PARTIE A (suite)				
	plier require access to PROTECTED a our aura-t-il accès à des renseignemer				No Yes
	ate the level of sensitivity:	its du a des biens competide	signes PROTEGES eto	U CLASSIFIES?	Non Oui
	native, indiquer le niveau de sensibilité				
	plier require access to extremely sens eur aura-t-il accès à des renseignemer			licate?	No Yes Non Oui
	) of material / Titre(s) abrégé(s) du ma lumber / Numéro du document :	tériel :			
	SONNEL (SUPPLIER) / PARTIE B -				
10. a) Personn	el security screening level required / N	liveau de controle de la securité	du personnel requis		
$\checkmark$	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	✓ SECRET SECRET		ECRET SECRET
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		IC TOP SECRET IC TRÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux : Secret p	our le personnel quii doit accéd	er à certianes zones don	t 2B-200 et 2G-103 et 1	10
	NOTE: If multiple levels of screening REMARQUE : Si plusieurs niveaux (	are identified, a Security Classific le contrôle de sécurité sont req	ation Guide must be prov uis, un guide de classifio	rided. ation de la sécurité doit (	être fourni.
	creened personnel be used for portion	ns of the work?			No 🖌 Yes
	onnel sans autorisation sécuritaire per		u travail?		Non Oui
	vill unscreened personnel be escorted ffirmative, le personnel en question se				No Ves Non Voi
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C	- MESURES DE PROTECTION	(FOURNISSEUR)		
INFORMATIO	ON/ASSETS / RENSEIGNEMEN	TS / BIENS			
11 a) Will the	supplier be required to receive and st	ore PROTECTED and/or CLAS	SIFIED information or as	sets on its site or	No Yes
premise					Non Oui
Le fourn CLASSI	isseur sera-t-il tenu de recevoir et d'er	ntreposer sur place des renseig	nements ou des biens P	ROTÉGÉS et/ou	
	supplier be required to safeguard COI isseur sera-t-il tenu de protéger des re		MSEC2		✓ No Yes Non Oui
		enseignements ou des biens ov	MOLO:		- Non _ Our
PRODUCTIO	N .				
	roduction (manufacture, and/or repair a the supplier's site or premises?	nd/or modification) of PROTECT	ED and/or CLASSIFIED I	material or equipment	✓ No Yes Non Oui
	allations du fournisseur serviront-elles à	la production (fabrication et/ou re	paration et/ou modification	n) de matériel PROTÉGÉ	
etou CL	ASSIFIÉ?				
INFORMATIC	N TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	TION (TI)	
	upplier be required to use its IT system: ion or data?	s to electronically process, produ	e or store PROTECTED	and/or CLASSIFIED	✓ No Yes Non Oui
Le fourn	isseur sera-t-il tenu d'utiliser ses propre	s systèmes informatiques pour tra	aiter, produire ou stocker	électroniquement des	
renseign	ements ou des données PROTÉGÉS e	t/ou CLASSIFIES?	-	-	
11. e) Will there	e be an electronic link between the supp	lier's IT systems and the governme	nent department or agen	w?	No Yes
Dispose	ra-t-on d'un lien électronique entre le sy				Non Oui
gouvern	ementale?				
TEC/COT 25	0.102/2004/12)	Security Classification / Class	cification de céquité	I	
183/301/30	0-103(2004/12)	Security Classification / Clas NON-CLASSIFIÈ / U			Canadä
		NON-OLASSIFIE / U	IOCAGOIFIED		Canada

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														Secu						ification			
														_	N	ON-C	LAS:	SIFIE	////	ICLASS	IFIED	)	
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« Classificat . b) Will the doc La document	umer	tatio	on at	tache	d to this	SRO	CL be l	PROTEC	TED	and/or (				ÈE?							[	✓ No Non	
If Yes, class attachments Dans l'affim « Classificat des pièces j	(e.g. ative ion d	SE , cla le sé	CRE	T wit ier le	h Attach présen	me t for	nts). mulai	re en ind	liquar	nt le niv	/eau	de sécu	ité	dans	la c	ase ir	ntitul	ée					



Security Classification / Classification de sécurité NON-CLASSIFIÉ / UNCLASSIFIED

# Canadä

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



# ANNEX D - INTEGRITY FORM

Dénomination o	complète de l'entreprise / Complete Legal Name of Company
	Adresse de l'entreprise / Company's address
1	NEA de l'entreprise / Company's PBN number
Numér	o de l'appel d'offre / Request for proposal's number
	<b>conseil d'administration</b> (Utilisez le format – Prénom, Nom rd of Directors (Use format – First name, Last name
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other m	aembars.
Autres membres / Other in	
Commentaires / Comment	s





ANNEX E -	PERFORMA	NCE EVALU	ATION REP	PORT

		0						
SA #:		Contract #:		A	)- <i>t</i>			
Contractor's Name: Contractor's Address:		Award Amt:		Award Date:				
Contractor's Address:		Final Amt:		End Dat	e:			
		Total Spent						
		TA Contract		🗌 Yes	🗌 No			
Description of Work:		Amendmen	t History:					
Client Department:								
Project Authority	Procurement Authority		PWGSC Contra	cting Author	ity			
Name:	Name:		Name:					
Telephone #: e-mail:	Telephone #: e-mail:		Telephone # e-mail:					
			1					
1. How do you rate the Contractor's			•••••					
below expectations	as expected	above expectat	ions					
2. Resources								
a. Did the Contractor provide the	resources as identified in their	Proposal?		🗌 Yes	🗌 No			
b. Did the Contractor's resources	conduct their work in a profess	sional manner?		🗌 Yes	🗌 No			
c. Were replacement resources r	-			🗌 Yes	🗌 No			
				_	_			
3. Replacement Resources								
a. Did the Contractor's request to	replace the resources immedia	ately after Con	tract Award?	🗌 Yes	🗌 No	🗌 NA		
b. Did the Replacement Resource	es meet the requirements of the	e RFP?		🗌 Yes	🗌 No	🗌 NA		
c. How many times were the Cor	stractor's resources replaced?			🗌 Yes	🗌 No	🗌 NA		
4. Was the Contract completed wih	in the predetermined:							
a. Time Estimate?				🗌 Yes	🗌 No			
b. Cost Estimate?				🗌 Yes	🗌 No			
5. Were the required Reports and I	Deliverables:							
a. In conformity with the Scope 8				🗌 Yes	🗌 No			
b. Received in the specified time				☐ Yes	□ No			
6. Contract Management	<b>,</b>				□ ×-			
a. Did the Contractor deal with pe	-			Yes		LI NA		
b. Did the Contractor submit the	invoices in accordance with the	e Invoicing Instr	uctions?	Yes	No No			
c. Did the Contractor submit the	invoices in accordance with the	e Basis of Payr	nent?	Yes	□ No			
d. Did the Contractor submit the	invoices in accordance with the	e Method of Pag	yment?	🗌 Yes	🗌 No			
e. Did the Contractor respond to	every TA Request?			🗌 Yes	🗌 No	🗌 NA		
f. Did the Contractor properly res	pond to every TA Request?			🗌 Yes	🗌 No	🗌 NA		
7. Remarks								



# ANNEX F - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

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

#### OR

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

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

#### OR

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