REQUEST FOR PROPOSAL - COVER SHEET

TITLE: Preventive Maintenance Agreement for the National Emergency Operations Centre DATE OF RFP: February 7, 2018

Contracting Officer:Telephone:(613) 773-7781Cal JohnstonFacimile:

ADDRESS FOR PROPOSAL DELIVERY:

Attention: Cal Johnston

E-Mail: BidReceipt-ReceptiondeSoumission@inspection.gc.ca

***Please indicate clearly the reference number of the request for Proposal (RFP) in the subject matter of the e-mail.

Solicitation closes at: 10:00 AM hours local time (Ottawa, Ontario)

On: March 20, 2018

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Annex A SOW. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.

This Request For Proposal consists of the following:

- i. This cover page;
- ii. Part 1: General Informationiii. Part 2: Bidder Instructions
- iv. Part 3: Bid Preparation Instructions
- v. Part 4: Evaluation Procedures and Basis of Selection
- vi. Part 5: Certifications
- vii. Part 6: Resulting Contract Clauses.
- viii. Attachment 1 to Part 3 Basis of Payment
- ix. Attachment 1 to Part 4 Mandatory Criteria
- x. Attachment 2 to part 4 Rated Criteria
- xi. Annex A: Statement of Work
- xii. Annex B Basis of Payment
- xiii. Annex C Security Requirement Checklist

Contracting Authority:		
Signature	Date	

Name and address of the Bidder		
Telephone number:	Fax number:	
Bidder's Signature: The Bidder's signature indices governing this Request for Proposal and certifies also constitutes acknowledgement of receipt and Bidder also recognizes having read and understo contained in the documents or incorporated by respectively.	the content of the attached bidder's proposal. It acceptance of all documents listed above. The od every and all terms and conditions in this RFP	
Signature	Date	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 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.</u>

1.2 Statement of Work

This bid solicitation is being issued for the requirement of Preventative Maintenance for the National Emergency Operations Centre for the Canadian Food Inspection Agency. The work to be performed is detailed under Annex "A" Statement of Work

1.3 Debriefings

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

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> _2017-04-27 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 Delete 3 days Insert 5 days

2.2 Submission of Bids

Bids must be submitted only to Canadian Food Inspection Agency E-Mail address for Bid delivery only at BidReceipt-ReceptiondeSoumission@inspection.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

- 1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.
- 2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by closing date and time a complete bid;
 - d. send its bid only to Canadian Food Inspection Agency Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - e. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
- 3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

- 4. Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 5 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- 5. Bid documents and supporting information may be submitted in either English or French.
- 6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the <u>Access to Information Act</u> (R.S. 1985, c. A-1) and the <u>Privacy Act</u> (R.S., 1985, c. P-21).
- 7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 8. A bid cannot be assigned or transferred in whole or in part.

2.3 Late bids

Canadian Food Inspection Agency will return bids delivered after the stipulated bid solicitation closing date and time.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CFIA will not be accepted.

2.4 Former Public Servant

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*;
- the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and
- c. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension.

Providing this information is a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes.

For more information, consult sections <u>3.90 Former Public Servants</u> and <u>7.65 Proactive Disclosure</u> of the <u>Supply Manual</u>.

Legal text for SACC item

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information.

Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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 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.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

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

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

2.6 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

2.7 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

"Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted."

Canada requests that bidders provide their bid in separately bound sections as follows: and Technical and Financial bids to be sent by separate e-mails.

Section I: Technical Bid 1 soft copy

Section II: Financial Bid 1 soft copy

Section III: Certifications 1 soft copy

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work. Refer to Attachment 1 to part 4 (Mandatory) and Attachment 2 to Part 4 (Rated)

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.at Annex "B" and Attachment 1 to Part 3.

3.1.1 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692 re 1385730987670 eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada <u>Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)</u>.

Additional information is available at: www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

Section III: Certifications

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

ATTACHMENT 1 TO PART 3

BASIS OF PAYMENT

For this RFP, the Bidder must submit a firm amount to perform the work described herein, plus applicable taxes.AS PER Annex B, Basis of Payment

The equipment within the NEOC includes two Crestron units, two cube walls and the hardware and software necessary to ensure that images can be displayed properly on the cube walls. Images can come from the computers in the main room, the boardroom, the satellite receivers and the PVRs.

Initial Maintenance Contract Period: Date of Contract to March 31, 2021

initial Maintenance Contract Fenod. Date of Contract to March 31, 2021				
Taxes	Total all-inclusive price			
\$XXXX	\$XXXX			
Option #1 - Maintenance Contract Period: April 1, 2021 to March 31, 2022				
Taxes	Total all-inclusive price			
\$XXXX	\$XXXX			
Option #2 - Maintenance Contract Period: April 1, 2022 to March 31, 2023				
Taxes	Total all-inclusive price			
\$XXXX	\$XXXX			
	\$XXXX			
	Taxes \$XXXX t Period: April 1, 2021 to Mar Taxes \$XXXX t Period: April 1, 2022 to Mar Taxes			

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. 70% Technical and 30% Financial
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to part 4

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 2 to part 4

4.1.2 Financial Evaluation

Refer to Attachment 1 to part 3

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria and rated criteria to be declared responsive. The responsive bid with the highest evaluated score 70% Technical and 30% Financial will be recommended for award of a contract.

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 14 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 20 points."
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest evaluated technical 70% and financial 30% points will be recommended for award of a contract.

Sample grid of method of Selection

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%) - <u>EXAMPLE</u>			
Bids:	Bid A	Bid B	Bid C

Overall 7	Γechnical Score (out of 70%)	65	55		53	
	Bid Price	\$60.00	\$55.00		\$50.00	
Calculations	a) Technical Merit Points (out of 70%)	b) Price Points (o 30%)	ut of	a)+b): Sc	=Total ore	

Calculations	70%)	30%)	Score
Bid A	65	((\$50*/\$60**)/\$50*) = 0.83 0.83 x 30*** = 25 price pts	90 points Winner
Bid B	55	((\$50*/\$55**)/\$50*) = 0.91 0.91 x 30*** = 27.27 price pts	82.27 points
Bid C	53	((\$50*/ \$50**)/\$50*) = 1 1 x 30*** = 30 price pts	83 points
** the respective bio	ed price (bidder C in this example) dders own bid price rice points available		

ATTACHMENT 1 TO PART 4 MANDATORY CRITERIA

1.0 EVALUATION CRITERIA

Bidders should use the main headings below under the Mandatory Evaluation Criteria and Point Rated Evaluation Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.

2.0 MANDATORY EVALUATION CRITERIA

The mandatory evaluation criteria of this RFP are:

Evaluation Number	Mandatory Criteria	Required Supporting Information	COMPLIANT YES/NO
M1	The Bidder must demonstrate experience, within the past five (5) years, in support relevant to the requirements of the Statement of Work. Proposals must provide details of the scope and complexity of at least two (2) successful contracts involving cube walls of at least 4 cubes and with Crestron units for at least two years.	Provide examples of a minimum of two (2) projects of similar size and scope, within the past 5 years which demonstrate the requirement. Each project must include the following (for validation purposes only): Client Contact name Client title Phone number and/or email Description of work completed and length	
M2	The bidder will coordinate with Mitsubishi Electric Sales Canada (MESCA) to provide the services of a factory trained display wall specialist on site once per year to conduct a system check and maintenance service including physical geometry alignment if required, and brightness balancing using Mitsubishi tools. Subsequent to this complete maintenance service, the bidder will provide recommendations for on-going support and service.	Outline how the bidder can achieve this criteria.	
M3	The proposed technician resources must be a hold a current, valid security screening at the level of Reliability granted by the Canadian and International Industrial Security Directorate (CIISD) of PWGSC at the date and time of proposal submission. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid DUPLICATE security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.	A copy of the security clearance certificate or file number issued by PWGSC Canadian and International Industrial Security Directorate (CIISD) is required for each proposed technician.	

ATTACHMENT 2 TO PART 4 RATED CRITERIA

3.0 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain an overall minimum pass mark of 14 points out of a maximum of 20 points in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

Evaluation Number	Point Rated Evaluation Criteria	Required Supporting Information	Max Points	Candidate Score
PR1	The Bidder must demonstrate experience, within the past five (5) years, in support relevant to the requirements of the Statement of Work. Proposals must provide details of the scope and complexity of at least two (2) successful contracts involving cube walls of at least 4 cubes and with Crestron units for at least two years. Rating Scale: >5 years = 10 points >4 years up to 5 years = 6 points >3 years up to 4 years = 4 points >2 years up to 3 years = 2 points	Provide examples of projects of similar size and scope, within the past 5 years which demonstrate the requirement. The sum of all examples must exceed 2 years. Each project must include the following: - Client Contact name - Client title - Phone number and/or email - Description of work completed and length	10	
PR2	Experience working with Creston units. Rating Scale: >5 years = 10 points >4 years up to 5 years = 6 points >3 years up to 4 years = 4 points >2 years up to 3 years = 2 points	Provide list of employees and their experiences.	10	
	A minimum pass mark of 14 (70%) points is required			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.4 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.

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

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Common PS SRCL #6 Security Clauses:

Security Requirement for Canadian Supplier: PWGSC File #Common-PS SRCL#6

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

6.2 Statement of Work

This bid solicitation is being issued for the requirement of Preventative Maintenance for the National Emergency Operations Centre for the Canadian Food Inspection Agency. The work to be performed is detailed under Annex "A" Statement of Work

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 2016-04-04, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one year period(s) up to March 31, 2023., under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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:

Name: Cal Johnston Title: Contracting Officer

Canadian Food Inspection Agency

Address: 59 Camelot Drive, Ottawa, Ontario K1Y 0N9

Telephone: 613 773-7781

Facsimile: 613 773-7615

E-mail address: Cal.Johnston@inspection.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 TBD

The Project Auth	nority for the Contract is:
Name:	
Title:	
Organization:	_
Address:	
Telephone:	
Facsimile:	
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 TBD

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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*;
- b. the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and

C. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension

6.7 Payment

6.7.1 Basis of Payment

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 Customs duties are excluded and Applicable Taxes are extra

Applicable	Taxes
-------------------	-------

6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the work.

6.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.
 Customs duties are subject to exemption and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

6.7.4 Method of 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.

6.7.5 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692 re 1385730987670 eng.pdf

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada <u>Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)</u>.

Additional information is available at: www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

6.7.6 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

6.7.7 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

6.8 Invoicing Instructions

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA <Address>

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 Applicable Laws

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

6.11 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 general conditions 2010C 2016-04-04, General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated _____

ANNEX "A"

Statement of Work Preventive Maintenance Agreement for the National Emergency Operations Centre

BACKGROUND

The National Emergency Operations Centre (NEOC) is a shared facility between CFIA and AAFC, and is the primary location for both parties to manage or be involved in a national response to events and emergencies relating to their respective mandates. The NEOC provides resources and support to the CFIA's National Emergency Response Team (NERT). As such, the NEOC is maintained in a constant state of readiness to provide necessary resources and function as a central point for communication, decision making and coordination during periods of activation.

OBJECTIVES

The objective of the work is to ensure that the systems that are used within the NEOC are ready to support operation. This means that downtime is reduced, and the life span of the equipment in the centre is maximized.

SCOPE OF WORK

The equipment within the NEOC includes two Crestron units, two cube walls and the hardware and software necessary to ensure that images can be displayed properly on the cube walls. Images can come from the computers in the main room, the boardroom, the satellite receivers and the PVRs.

Four (4) scheduled comprehensive preventive maintenance visits annually to conduct system testing, cleaning, physical configuration adjustment and reporting of issues. Also, the installation of available Juniper software updates

Annual colour balancing and optical mechanical alignment by a Mitsubishi certified technician of the two cube wall systems (one cube wall has 12 cubes and the other has 4). This should be done during the scheduled preventive maintenance visits

Minor Crestron and DSP programming changes/adjustments/firmware updates. Requested programming changes should take place during the scheduled preventive maintenance visits

These visits should occur in February, May, August and November with the company contacting CFIA at the beginning of the month to schedule the visits.

Up to six (6) unscheduled emergency service visits per year. Emergency visits require support within 36 hours. These visits include:

Troubleshooting equipment issues
Removal of equipment for repair
Sending to manufacturer/repair centre
Reinstallation, configuration, programming and testing after repair/replace

Up to six (6) unscheduled maintenance visits per year. These visits are to resolve issues with the equipment in the NEOC, but require support within a week. These visits include:

Troubleshooting equipment issues
Removal of equipment for repair
Sending to manufacturer/repair centre
Reinstallation, configuration, programming and testing after repair/replace

Replacement lamps are included.

Existing AV System replacement planning and advice

Existing AV System upgrades design and engineering

A physical inventory should be done and a detailed log maintained of each visit and the work that was performed. This log should be shared with CFIA.

TRAVEL – Not applicable

CONSTRAINTS

All technicians need to be certified to work on the equipment in the NEOC

If a piece of equipment is deemed to require repairs due to a malfunction not covered by the warranty, a written quotation will be provided to CFIA for approval and signature, prior to commencing with the work

CFIA SUPPORT

Full and unrestricted access to all appropriate equipment necessary to affect the service

A reasonable work space

A customer representative present and/or available during service

MEETINGS – Not applicable

OUTPUT/DELIVERABLES

Conduct four (4) scheduled comprehensive preventive maintenance visits annually. A maintenance log detailing each visit, the work performed and any issues is to be provided to CFIA within a week of each visit.

ANNEX "B"

BASIS OF PAYMENT

For this RFP, the Bidder must submit a firm amount to perform the work described herein, plus applicable taxes.

The equipment within the NEOC includes two Crestron units, two cube walls and the hardware and software necessary to ensure that images can be displayed properly on the cube walls. Images can come from the computers in the main room, the boardroom, the satellite receivers and the PVRs.

Initial Maintenance Contract Period: Date of Contract to March 31, 2021

Amount	Taxes	Total all-inclusive price
\$	\$	\$

Option #1 - Maintenance Contract Period: April 1, 2021 to March 31, 2022

Ī	Amount	Taxes	Total all-inclusive price
Ī	\$	\$	\$

Option #2 - Initial Maintenance Contract Period: April 1, 2022 to March 31, 2023

option #2 initial Maintenance	3011tract 1 0110a: 1 1p111 1, 2022	to Waren 31, 2023
Amount	Taxes	Total all-inclusive price
\$	\$	\$
TOTAL OF ALL YEARS		\$

ANNEX "C"

SECURITY REQUIREMENT CHECKLIST

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Government Gouvernement of Canada du Canada

COMMON-PS-SRCL#6

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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VERIF PART A - CONTRACT INFORMATION / PARTIE				À LA SÉCURITÉ (LVERS)
 Originating Government Department or Organiza 	tion /	JOHNHOTOLLE		Branch or Directorate / Direction générale ou Direction
Ministère ou organisme gouvernemental d'origin		D 63 M 1	A al al a = = =	6 Outropitantes I None et adus de de
3. a) Subcontract Number / Numéro du contrat de s	ous-traitance	3. b) Name and	Address o	of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du	ravail	1		
5. a) Will the supplier require access to Controlled	Goods?			/ No Ye
Le fournisseur aura-t-il accès à des marchand				Non O
5. b) Will the supplier require access to unclassified Regulations?	l military technical d	ata subject to the p	provisions	of the Technical Data Control No Non Ye
Le fournisseur aura-t-il accès à des données t	echniques militaires	non classifiées qu	i sont ass	
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le	tyne d'accès requis	:		
6. a) Will the supplier and its employees require act			IED inform	mation or assets?
Le fournisseur ainsi que les employés auront-				
(Specify the level of access using the chart in				
(Préciser le niveau d'accès en utilisant le table 6. b) Will the supplier and its employees (e.g. clean			access to r	restricted access areas? No access to 7 No 76
PROTECTED and/or CLASSIFIED information	or assets is permit	ted.		Non O
Le fournisseur et ses employés (p. ex. nettoye à des renseignements ou à des biens PROTÉ				es zones d'acces restreintes? L'acces
6. c) Is this a commercial courier or delivery require	ment with no overni	ght storage?		✓ No Ye
S'agit-il d'un contrat de messagerie ou de livra				Non O
[]			le type d'i	information auquel le fournisseur devra avoir accès
Canada 🗸	NAT	O / OTAN		Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à I	a diffusion All NATO count	i		No selecce sectricities
No release restrictions Aucune restriction relative	Tous les pays d			No release restrictions Aucune restriction relative
à la diffusion				à la diffusion
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À ne pas diffuser				
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7. c) Level of information / Niveau d'information				
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PROTÉGÉ A PROTECTED B	NATO NON CLA		\dashv	PROTÉGÉ A L
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TRÈS SECRET (SIGINT)				TRÈS SECRET (SIGINT)
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COMMON-PS-SRCL#6



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

Will the supp Le fournisse	nued) / PARTIE A (suite) dier require access to PROTECTED ar ur aura-t-il accès à des renseignement			CLASSIFIÉS?	V No V€							
	ite the level of sensitivity: ative, indiquer le niveau de sensibilité :											
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?												
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	SONNEL (SUPPLIER) / PARTIE B - P el security screening level required / Ni		lu personnel requis									
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECI TRÈS SEC	CRET							
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	Special comments: Commentaires spéciaux :											
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux de				fourni							
	creened personnel be used for portions	of the work?		on de la securite doit ette	✓ No Ye							
1	nnel sans autorisation sécuritaire peut	-il se voir confier des parties du	travail?		Non Ou							
	ill unscreened personnel be escorted? firmative, le personnel en question ser	a-t-il escorté?			V Non Y€							
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Contract Number / Numéro du contrat

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