

REQUEST FOR PROPOSAL

RETURN BIDS TO:

Title: To provide janitorial services at Centre for Atmospheric Research and Experiments (CARE)

**Environment Canada
Procurement and Contracting
867 Lakeshore Road
P.O. Box 5050
Burlington, Ontario
L7R 4A6**

Date: September 10, 2015

Request For Proposal No: KW405-14-1242

Solicitation Closes

At: 14:00:00 HRS. EDT

On: October 20, 2015

Address Enquiries To: Heidi Noble

Telephone No: (905) 319-6982
Facsimile No: (905) 336-8907
E-Mail: Heidi.Noble@ec.gc.ca

CONTRACTOR NAME & ADDRESS

(Print or type complete legal entity)

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.....
.....
.....
.....

Telephone No:

Facsimile No:

E-Mail:

I (We), the undersigned, hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Environment, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services and/or supplies listed herein and on any attached sheets at the price(s) set out therefor.

.....
Name and title of person authorized to sign on behalf of vendor (type or print).

.....

Signature

Date

SECTION 1 PROPOSAL INSTRUCTIONS

1. RECEIPT

The specified office will receive the sealed proposals or revisions up until the time and date specified on page 1 of the Request For Proposal.

2. UNACCEPTABLE

Proposals received after the proposal closing time will not be considered.

Faxed and Electronic proposals will **not** be accepted.

Proposals **NOT** submitted with a duly completed Financial Proposal (Offer of Service) form in the format specified by the Department will not be accepted.

Incomplete proposals will be considered non-responsive and rejected, and will not be evaluated further.

Any Financial Proposal (Offer of Service) that exceeds the stated ceiling or maximum price, if any, shall be considered non-responsive and rejected.

Proposals not signed on page 1 of the Request For Proposal document shall be considered non-responsive and rejected.

3. ACCEPTANCE

The Department will not necessarily accept the lowest priced or any of the proposals submitted.

4. COMPLETION

The Request For Proposal document must be completed, **in duplicate**, and submitted in the format presented by the Department

Proposals must include the following:

- a) an indication of an understanding of the objectives and responsibilities, a methodology and a time schedule as it relates to the requirements;
- b) a Corporate resume indicating relevant experience, the proposed personnel for the work team including their curriculum vitae;
- c) a list, if applicable, of subcontractor(s) including full names and address, portion(s) of work to be subcontracted and relevant firm experience.

Proposals which do not contain the above-mentioned documentation or deviate from the prescribed costing format shall be considered incomplete and non-responsive and shall be rejected.

It is the bidder's responsibility to ensure his/her complete understanding of the requirements and instructions specified by the Department. In the event clarification is necessary, bidders are advised to contact the Contracting Authority prior to making their submissions.

4. REFERENCE

If your proposal is of \$200,000 or more and your organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or your proposal will not be considered.

The Department of Environment reserves the right, before awarding the Contract, to require the Contractor to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the contractor.

5. ENQUIRIES

All enquiries regarding the solicitation must be submitted in writing to the Contracting Authority named on page 1 of this document as early as possible in the solicitation period. Enquiries must be received no less than eight (8) calendar days prior to the closing date to provide sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the closing of date of the solicitation.

All enquiries and other communications with government officials through the solicitation period are to be directed **ONLY** to the Contracting Authority named on page 1 of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

SECTION 2 FINANCIAL PROPOSAL

OFFER OF SERVICE

1. PROFESSIONAL SERVICES AND ASSOCIATED COSTS

1.1 Professional Services

The following is a breakdown for the Professional Services (show fee structure all-inclusive of profit and overhead). Overhead includes indirect costs such as liability insurance and days not worked due to statutory, sick, vacation and self-development days.

Upon contract award to 31 March 2016

<u>Name (& Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....

For the period of 01 April 2016 to 31 March 2017

<u>Name (& Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....

For the period of 01 April 2017 to 31 March 2018

<u>Name (& Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....

For the period of 01 April 2018 to 31 March 2019

<u>Name (& Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....

For the period of 01 April 2019 to 31 March 2020

<u>Name (& Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	\$.....
.....	\$.....	\$.....

.....

\$.....

.....

\$.....

1.2 Travel Expenses Not Applicable

1.3 Subcontractors

List subcontractors, including all direct charges and travel and living costs which will be to the account of the subcontractor:

Total estimated subcontractors: \$ _____

1.4 **TOTAL TENDER PRICE** \$
(Canadian Currency)

+ HST \$ _____

TOTAL \$ _____

As a general rule, federal departments obtain services free of provincial ad valorem tax.

1. The Offer of Service will remain firm for a period of sixty (60) calendar days after the tender closing date.
2. Any resultant contract is for services, and will not be an employment contract. You must make your own arrangements for Canada Pension Plan, Unemployment liability, Workers' Compensation, Income Tax, Liability Insurance, etc. Your daily or hourly rate should reflect those overhead costs, as well as days not worked due to statutory, sick, vacation and self-development days.
3. Payment for professional services and associated costs will be effected upon completion, and acceptance by the departmental representative, or each phase of the work, and the submission of an invoice(s) detailing the work completed and delivered to date.
4. Liability Insurance: Your attention is drawn to the Liability and Indemnification clauses in the General Conditions. It is recommended that your financial proposal include the cost of obtaining adequate contractor's Liability Insurance to protect yourself and Her Majesty from liability claims brought by third parties, and for loss and or damage to Crown property for which you may be legally liable.

SECTION 3 REQUIREMENT/ STATEMENT OF WORK

1. REQUIREMENT

To provide janitorial services at Centre for Atmospheric Research and Experiments (CARE), Essa Township, 6248 Eighth Line, Egbert, Ontario, LOL 1N0

2. PERIOD OF CONTRACT

The proposed contract will be from the date of contract award 31 March 2018

Option to Extend Contract

It is understood and agreed that the contractor grants to Environment Canada the irrevocable option to extend the term of the proposed contract for a period of 24 months with option year one for the period of 01 April 2018 to 31 March 2019 and option year two for the period of 01 April 2019 to 31 March 2020 under the same terms and conditions. Environment Canada may exercise this option at any time by sending a notice to the contractor at least fifteen (15) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provisions of the contract.

3. BASIS OF PAYMENT

Should a contract be awarded, the basis of payment will be determined using the bidder's Financial Proposal as per Section 2.

The maximum budget allocated for this project shall not exceed \$175,000.00 (HST extra), (including all labour, associated costs, and subcontractors). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.

4. METHOD OF PAYMENT

Payment will be made monthly, in arrears, upon submission of a detailed invoice indicating work completed to date, and upon acceptance of the work and invoice by the Scientific Authority prior to invoice payment.

5. CONTRACTING AUTHORITY

Heidi Noble
 Contracting Officer
 Procurement & Contracting
 Environment Canada
 Canada Centre For Inland Waters
 867 Lakeshore Road
 Burlington, Ontario
 L7R 4A6

Telephone : (905) 319-6982
 Fax: (905) 336-8907

6. STATEMENT OF WORK

A. HOURS OF OPERATION

The Centre is open routinely from 08:00hrs to 16:00hrs or up to 12 hours per day, Monday to Friday. On occasion, the Centre is operational 24 hours per day, with occasional use on weekends with the exception of statutory holidays as follows:

- New Year's Day – January 1
- Good Friday – March or April - Friday before Easter Sunday
- Easter - March or April – Monday after Easter Sunday
- Victoria Day – May – Monday preceding May 25
- Canada Day – July 1
- Labour Day – First Monday in September
- Thanksgiving – Second Monday in October
- Remembrance Day – November 11
- Christmas – December 25
- Boxing Day – December 26

If the statutory holiday falls on a weekend, the following business day shall be treated as the holiday.

B. APPROXIMATE AREAS

<u>Buildings</u>	<u>Area (metres²)</u>	<u>Frequency</u>
Main Building (including Vehicle Bays)	1,705	Per specs
Clean Air Building	72	Weekly
Substation #1	6	Twice/year
Substation #2	6	Twice/year

Garage	130	Once/2 months
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C. SCOPE OF WORK

1. HOURS OF WORK

- a. The Contractor shall provide sufficient trained labour to perform routine cleaning as specified. Major cleaning projects to be scheduled by prior arrangement with the site manager or designate. Any routine or major cleaning shall not interfere with the tenant operations.
- b. The number of work days per week shall be sufficient to maintain the premises to specifications. The work shall be performed for a maximum of five (5) days per week. Days worked may be Monday to Friday between the hours of 08:00hrs and 16:00hrs. It is expected that the work will be done during normal working hours and flexibility in hours is available provided facility is occupied and hours do not extend standard approved rates.

2. LOG

A log shall be maintained in the building by the Contractor in which shall be recorded daily the work performed excluding the daily cleaning. The log shall be made available for inspection by the Senior Facility Technician at times by providing an electronic copy and a hard copy at a predetermined location on site. Work not registered may not be considered completed. Time in and out shall be recorded in the log daily.

3. CLEANING

ROUTINE CLEANING - PERFORMED DAILY

- a. Dispose of, or recycle, all waste paper and garbage.
- b. Sweep floors, using a dust control method.
- c. Wash floors to remove traffic marks and restore shine daily or more when seasonal weather demands
- d. Empty and wipe clean all ashtrays (exterior smoking area).
- e. Clean furniture, fixtures, filing cabinets, equipment, and lockers where finger marks, smudges, stains, and dust are evident. NOTE: Computer screens are the responsibility of site personnel, and are not to be cleaned by the Contractor.
- f. Wash and disinfect washroom floors, fixtures, mirrors, and walls with a germicidal detergent to control the spread of germs, bacteria, and odour.
- g. Replenish paper towels, toilet tissue, soap, and deodorant blocks as required.
- h. Washroom sani-cans, if used, shall be emptied, washed, and have sani-bag replaced.
- i. Empty all waste baskets into containers ready for disposal (excluding lab waste)
- j. Clean light fixtures to remove insects as required.

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- k. Pick up and remove all litter from areas around entrances.
 - l. Clean Janitor's closet after use.
 - m. Wash and clean Lunch Room floor, tables, furniture, cupboards, countertop, and wipe all appliances. Remove litter and recycling, including compost.
 - n. Dust conference room tables, sweep floor, and check room for dirty dishes. Dishes to be washed in dishwasher and returned to conference room. Additional cleaning after a meeting in the conference room may be required.
 - o. In vehicle bays, remove all litter and garbage from bins and dispose of them in the appropriate waste containers. Sweep vehicle bays as often as needed to keep floors clean and kept free of debris, dirt buildup and dust.

ROUTINE CLEANING - PERFORMED WEEKLY

- a. Vacuum upholstered furniture and walk way/entrance mats.
- b. Wash and clean Vehicle Bay areas, clean out sand and/or silt from floor drains and pits, and make certain water trap is full of water.
- c. Perform cleaning services at the Clean Air Building, including sweep floors, wash floors as required and empty garbage and recycle.
- d. Woodworking and machine shops shall be swept weekly. Garbage cans shall be emptied, and lights checked for burned out bulbs and reported to Senior Building Officer or Senior Facility Technician

ROUTINE CLEANING - PERFORMED MONTHLY

- a. Wash and disinfect waste cans, receptacles, and recycling bins.
- b. Clean, wax, and polish furniture in conference room.
- c. De-scale toilet bowls and urinals.
- d. Shampoo walkway mats or replace with clean mats.
- e. Recondition floors on a full-floor basis to remove traffic marks and soil build-up with a light scrub. Rinse floors with clear water; apply one (1) coat of non-slip floor finish to the dry, clean floor.
- f. Wash glass partitions.
- g. Vacuum air grills and diffusers, and clean debris from floor air vents.
- h. Keep fire extinguishers clean and polished
- i. Wash filing cabinets and lockers.

MAJOR CLEANING

- a. Strip floors on a full floor basis to remove all existing floor finish and all impurities with a heavy scrub. During this operation, remove discoloured floor finish and accumulations under furniture, radiators, in corners, along and on baseboards. Rinse floor with clear water; apply two (2) coats of non-slip, non-buffable floor finish to the dry, clean floor. Do this operation two (2) times per year during the months of May and November. Take care not to allow cleaning solution to seep under filing cabinets

- and partitions. Move all desks, chairs, waste baskets, etc. out of the area, or to one side, prior to stripping, to ensure complete floor coverage. Relocate furniture and equipment to exact previous location.
- b. Wash light fixtures twice per year during the months of March and September:
 - *Incandescent*: Remove cover, if applicable, and wash; remove bulbs and clean; wash pan; dry and polish; reassemble (Exit lights included).
 - *Fluorescent*: Remove shield, if applicable, and wash; clean acrylic shield, using anti-static procedure; gently clean exposed surface of tubes; wash all exposed surfaces of the pan; dry and re-assemble.
 - c. Wash walls, partitions, columns, woodwork, and uncovered pipes once per year during the month of April.
 - d. Wash washrooms ceilings once per year in the month of April.
 - e. Dust acoustic ceilings where dust or cobwebs are evident once per year during the month of March.
 - f. Wash air grilles, air diffusers, floor air vents, and metal work two (2) times per year, during the months of January and October.

Note: Alternate monthly schedule for major cleaning may be arranged, if required.

SPECIAL PURPOSE CLEANING

Special cleaning may be required by the Senior Facility Technician and Senior Building Officer, if required. This cleaning will include extra cleaning requirements caused by minor alterations to building, at no extra cost to the contract.

During inclement weather, high traffic areas, such as entrance ways, main foyer, main stairs, hall corridors, and stairwells and any other areas deemed necessary by the Senior Facility Technician and Senior Building Officer may require accelerated cleaning to neutralize the effects of tracking dirt, snow, grit, etc., into these areas.

Construction Contractors shall generally clean up their own mess but the Contractor may be required to do additional cleaning such as washing floors, dusting, etc. This work shall not be an unreasonable additional workload and fall within the normal cleaning tasks.

D. STATEMENT OF WORK QUALITY STANDARDS

The Quality Standards, where applicable, shall be strictly adhered to. Inspections made by the Senior Facility Technician or Senior Building Officer will be based on the following standards.

EXTERIOR

- a. *Area Policing (litter pick-up)* - Entrance ways and area around garbage and recycling bins shall be free of paper, styrofoam, and other debris.
- b. *Sweeping* - Sidewalks, loading docks, entrances, and other designated areas shall be clean after scheduled sweeping.
- c. *Entrances* - After washing exterior, doors and door frames shall present a clean surface free from grime and soap or water streaks.

FLOOR MAINTENANCE

i. *Sweeping*

1. There shall be no dirt, trash, or other matter left in corners, under furniture, or behind doors.
2. Floors shall be free of dust film.
3. There shall be no dirt left where sweepings were picked up.
4. Furniture and equipment must be relocated to where it was prior to the sweeping operation.

ii. *Damp/Wet*

1. All mopped areas shall be clean and free of surface dirt. Mopping stains, mop streaks, and loose mop strands shall be removed.
2. Walls, baseboards, and other surfaces shall be free of watermarks and splashing.
3. Water or other cleaning solution shall not have been allowed to collect under furniture legs and cabinets.

iii. *Scrubbing/Stripping*

1. There shall be no surface dirt or stains visible following the scheduled scrubbing operation.
2. There shall be no wax or finish buildup on the floor surface following the stripping operation.
3. The furniture (excluding file cabinets) shall have been moved for complete floor coverage.
4. Walls, baseboards, and other surfaces shall be free of watermarks, splashing, and scars from equipment.

iv. Finishing

1. The floor shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper application of wax or floor application finish.
2. The floor shall be clean and bright looking including in corners and under furniture
3. There shall be no residue on walls, baseboards, furniture, and other surfaces.
4. Furniture and equipment shall be relocated to where it was prior to the floor waxing operation.

v. Miscellaneous

Chairs, wastepaper baskets, etc. shall not be placed on desks or tables during cleaning operations.

WASHROOM CLEANING AND SERVICING

A. Dispensers, Walls, Stalls, Partitions, Doors, Shelves, Mirrors, & Ledges

1. All dispensers, shelves, shelf brackets, and ledges shall be free of finger marks, dust, and stains.
2. All mirrors shall be clean.
3. Walls, stall partitions, and doors shall be free of dust, hand marks, pencil marks, water streaks, mop marks, and fittings shall be free of mold.

B. Floors

Floors, including corners, shall be free of dirt, dust, marks, paper and mop strings, water, and mop marks. Baseboards and covers shall be clean. Floors shall be disinfected.

HIGH CLEANING

A. Clocks

1. Glass shall be clean and free of streaks.
2. Edges shall be wiped free of dust.

B. Light Fixtures

1. Shall be free of dust and insects. No dirt shall be left on furniture or floor beneath fixtures.
2. When washed, shall be clean and free of streaks.
3. Diffuser shall be securely in place.
4. No water marks shall appear on furniture or on floor below fixtures.

C. Lockers

Tops shall be free of dust.

D. Pictures and Plaques

1. Glass shall be clean and free of streaks.
2. Frames shall be free of dust.

E. Venetian Blinds

1. Both sides of slats shall be clean and free of dust.
2. Window frames and adjoining area shall be free of dust.

F. Wall or Ceiling Supply Air Diffuser

1. Shall be free of dust.
2. Framework around supply air diffuser shall have been wiped clean.

G. Exhaust Grills/Grating

Wall area around exhaust grill/grating shall be free of dust.

WINDOW AND PARTITIONS CLEANING

- A. Glass shall be clean on both sides and free of streaks.
- B. Sash, sill, and stool shall be clear of water marks.
- C. Items moved during the cleaning operation shall have been replaced to their original location.

CONTRACTOR'S SPACE AND JANITOR CLOSETS

- A. All floors shall be clean.
- B. All fixtures and walls shall be free of dust and stains.
- C. Mop pails and trucks shall be empty and free of odors.
- D. There shall be no waste paper, garbage, or empty containers in the janitor closets.

E. SUPPLIES

a. The Contractor shall supply cleaning materials, equipment, and supplies including:

- garbage bags-clear (recycling) and green (small and large)
- paper towels in kitchen and washrooms
- dish cloths and tea towels
- toilet tissue
- hand soap
- dish detergent
- dishwasher soap

- deodorant blocks
- sani-bags

These items shall be kept available on site at all times. All materials must be industrial grade.

- Environmentally friendly products ("green") must be used whenever possible.
- The Contractor shall supply a monthly list of all materials used to the Senior Facility Technician.
- All cleaning supplies and materials used or stored in the building shall conform to WHMIS legislation and shall be in containers clearly marked as to the contents. Any special precautions required in handling shall also be stated on the label. A list of all chemicals to be used on-site must be submitted to the Senior Facility Technician for approval prior to use.
- The Contractor must comply with WHMIS legislation and in so doing must keep a complete set of Material Safety Data Sheets (MSDS) on the premises in an identified binder at a specified location.

F. MAINTENANCE REPAIRS

Report all architectural, electrical, or mechanical deficiencies or damage found that may require maintenance or repair to the Senior Facility Technician and Senior Building Officer in writing.

The Contractor shall report any damages caused by their employees to the Senior Facility Technician and Senior Building Officer. The Contractor shall also report any damage discovered during the execution of cleaning routines such as blocked or leaking water foundations, broken doors, windows, etc.

G. SECURITY

- 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 sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

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- d. The Contractor/Offeror must comply with the provisions of the:
1. Security Requirements Check List and security guide (if applicable), attached at Annex A;
 2. Industrial Security Manual (Latest Edition).

H. SAFETY

- a. The Contractor must comply with all applicable municipal, provincial, and federal safety laws and regulations including WHMIS.
- b. The Contractor must comply with all of the Centre's Standard Operating Policies, which include, but are not limited to the Centre's "Work Alone Policy" which states that in the event work is done outside of the normal hours of operation, a minimum of 2 persons must be present, or arrangements have been made for the on-site person to call an off-site designate at pre-determined intervals.
- c. All work must be undertaken and completed in a neat, clean, and safe manner. Particular attention must be paid to accident prevention and all reasonable steps taken to avoid situations which could result in personal injury. Such action will include but not be limited to the following:
 - remove obstructions such as ice, snow, and others from all building entrances and walkways.
 - post warning and danger signs and rope off as necessary sections of hallways or other areas to warn workers of potential safety hazards such as slippery floors when washing or waxing operations are in progress.
- d. The Contractor shall ensure that the Superintendent is trained and has sufficient knowledge for all the Health and Safety requirements required by law. The Contractor is ultimately responsible for all the Health and Safety of their employees and others for the work they are performing.
- e. Health and Safety procedures set in place by CARE are a high priority and shall be strictly enforced. The Contractor shall ensure they have reviewed the requirements and are aware of the requirements in detail.

I. GENERAL CONDITIONS

- a. The Contractor shall provide all necessary labour to clean and maintain the premises at an excellent standard of cleanliness at all times.
- b. The Contractor is responsible to provide sufficient labour to perform the above tasks although the total number of hours required may exceed the minimum amount of hours tendered for each service which would require prior notice and approval from Senior Facility Technician. A monthly inspection and report for work completed must be provided by the Contractor at the end of each month, unless otherwise arranged.

- c. Laboratories are not included in the cleaning requirement and are the responsibility of the Laboratory owner/manager. Restricted areas are identified on the applicable laboratory door.
- d. Garbage is to be taken to the end of the entrance at roadside every second Monday before 11:00 am. Cardboard and recycle is to be taken to the end of the entrance at roadside every fourth Tuesday. A schedule with specific dates will be provided at award of cleaning contract.
- e. Cleaning equipment is not to be plugged into any computer equipment or scientific equipment power outlet.

J. SUPPLEMENTARY CONDITIONS

SUBCONTRACTING

Neither the whole nor any part of the work may be subcontracted by the Contractor without the written consent of the Senior Facility Technician and the Contractor shall ensure that every subcontractor adheres to the requirements on this contract.

INSPECTIONS

Inspections will be made by the Senior Facility Technician who shall decide whether or not the work is satisfactory.

PERMITS AND BY-LAWS

The Contractor shall comply with all laws and regulations relating to the work, whether federal, provincial, or municipal and shall pay for all permits and certifications required in respect of the work.

LIABILITY INSURANCE

Proof of General Liability Insurance will be required when the contract is awarded.

K. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES

Prior to commencing the work, the Contractor shall designate a Superintendent and shall notify Environment Canada of the name, address, and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the work site during working hours until the work has reached completion.

The Superintendent shall be in full charge of the operations of the Contractor during the performance of the work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the work.

Upon request of Environment Canada, the Contractor shall remove any Superintendent who, in the opinion of Environment Canada, is incompetent or has been guilty of improper conduct and shall forthwith designate another Superintendent who is acceptable to Environment Canada.

The Contractor shall not substitute a Superintendent without the written consent of Environment Canada. If a Superintendent is substituted without such consent, Environment Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the work site or another Superintendent who is acceptable to Environment Canada has been substituted.

The Contractor shall, at the request of Environment Canada, remove from the site of the work any person employed or subcontracted to perform the work who, in the opinion of Environment Canada, is incompetent or has been guilty of improper conduct.

The fire and emergency evacuation plan and identified exits and procedures and emergency business and after hours contact information at time of award of janitorial contract.

L. MANAGER'S RIGHTS AND OBLIGATIONS

a. Senior Facility Technician shall decide whether the work has been performed in accordance with the Contract and whether the labour, materials, tools, and equipment used in the execution of the work are adequate and safe for the performance of the work.

All cleaning equipment/machines shall be at a high standard of functionality. The Senior Facility Technician may order any items not maintained in a safe working condition be removed and replaced by the Contractor to approval of the Senior Facility Technician

M. MANDATORY SITE VISIT

It is mandatory that the bidder or a representative of the bidder visit the site and examine the Scope of Work and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on September 29, 2015 from 1:00 p.m. to 2:00 p.m at Centre for Atmospheric Research and Experiments (CARE), Essa Township, 6248 Eighth Line, Egbert, Ontario, LOL 1N0, front door. Bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend the specified date and

time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. No exceptions will be made.

Proof of attendance at the site visit must be provided to the Contracting Authority. The following forms of evidence are acceptable:

- a) Canada’s signature on this clause or on a Visit Certification
- b) Canada’s Attendance Form submitted directly to the Contracting Authority by the person conducting the Site Visit.

Canada’s Signature

Bidder’s Signature

Date

Environment Canada Property Management will provide a copy of a site map and floor plan layout at the time of the mandatory site visit.

7. EVALUATION OF BIDS

Environment Canada will evaluate the bids received based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) assessment of all deliverables including technical solicitation;
- c) other criteria (i.e. delivery date, price for a technically compliant proposal).

7.1 Evaluation Criteria

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

Mandatory Criteria

The total cost of professional fees and other direct charges proposed by the Bidder must not exceed \$175,000, excluding applicable taxes

Mandatory Criteria:

- M.1 Bidder must provide proof of attendance at the mandatory site visit must be provided to the Contracting Authority.

- M.2. Bidder must provide proof that all proposed personnel have WHMIS training effective on date of bid closing
- M.3. Bidder must provide proof that the company has a minimum of three years of experience in the field of janitorial service.
- M.4. Within seven (7) days of request from Contracting Authority and prior to award of the service contract, Contractor must provide proof of General Liability Insurance.

7.2 **Basis of Selection**

Any proposal not meeting the mandatory requirements of the Request for Proposal will be considered non-responsive and will be given no further consideration. Environment Canada will cease evaluating your proposal as soon as it is determined that your bid is non-compliant.

The responsive bid with the lowest evaluation price will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluation price, the proposal with the most experience in Mandatory Criteria, M.3., will be recommended for contract award

SECTION 4 TERMS OF PAYMENT

TP1 BASIS OF PAYMENT

- 1.1 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

TP2 METHOD OF PAYMENT

- 2.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.
- 2.2 Payment by Her Majesty to the Contractor for the work shall be made:
 - 2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - 2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;

2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

TP3 PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

- 3.1 In this section, an amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.
- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- 3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the “Average Rate” plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.
- 3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

TP4 GOODS AND SERVICES TAX

The Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is, unless otherwise indicated herein, excluded from the contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST or HST paid or due to Revenue Canada. All invoices submitted containing GST or HST will list GST or HST as a separate item or contain a statement that GST or HST is included in the invoice price.

SECTION 5 GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1 In the contract,

- 1.1.1 "Contract" means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;
- 1.1.4 "Work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.6 "Prototype" includes models, patterns and samples;
- 1.1.7 "Technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

GC2 SUCCESSORS AND ASSIGNS

The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs



through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of **GC4.3**, Her Majesty may exercise any right of termination contained in **GC8**.

GC5 LIABILITY AND INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

- 5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by employees or agents employed by the Contractor due to their negligence in carrying out the services described herein.
- 5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described herein.

GC6 NOTICES

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 CANADIAN LABOUR AND MATERIALS

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 TERMINATION OR SUSPENSION

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under **GC8.2**, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of **GC8** shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and

expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of **GC8** except as expressly provided therein.

GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
 - (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the work in whole or in part under **GC9.1**, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 9.3 Upon termination of the work under **GC9.1**, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister

determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under **GC9.1**, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to **GC8.1** and the rights and obligations of the parties hereto shall be governed by **GC8.1**.

GC10 RECORDS TO BE KEPT BY CONTRACTOR

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

GC11 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT Not Applicable

GC12 CONFLICT OF INTEREST

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.
- 12.2 It is a term of the contract:

- (1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and
- (2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

GC13 CONTRACTOR STATUS

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

GC14 WARRANTY BY CONTRACTOR

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 MEMBER OF HOUSE OF COMMONS

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

GC16 AMENDMENTS

- 16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC17 ENTIRE AGREEMENT

- 17.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations,

communications and other agreements relating to it unless they are incorporated by reference in the contract.

GC18 CRIMINAL CODE PROHIBITIONS

Subsection 784(3) of the Criminal Code prohibits anyone who has been convicted for an offence under:

- Section 121 - Frauds upon the Government
- Section 124 - Selling or Purchasing Office
- Section 418 - Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

GC19 ECOLOGO

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

GC20 USE OF ELECTRONIC NETWORKS

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

GC21 CONFIDENTIALITY CLAUSE

21.1 The parties anticipate that it may be necessary to transfer to each other information relating to the Licensed Process, Patents, Trade-Mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during the life of this Agreement and for a period of five years after expiration or termination of this Agreement. Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

SECTION 6 SUPPLEMENTAL CONDITIONS

1. INTERNATIONAL SANCTIONS

1.1 Persons and companies in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

1.2 The Contractor must not supply to Canada any goods or services which are subject to economic sanctions.

1.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the addition of a country to the list of sanctioned countries or additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to the force majeure shall then apply.

2. NO BRIBE

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

3. SECURITY REQUIREMENTS

3.1 The Contractor and/or personnel assigned on this Contract must have a Basic Reliability Check in accordance with the Security Policy of the Government of Canada.

4. PROVINCIAL SALES TAX

4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

British Columbia	005521
Prince Edward Island	OP-10000-250
Manitoba	390516-0
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Ontario	11708174G
Quebec	Q-398-SS-3921-1-P

Newfoundland 32243-0-09

In all other provinces, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.



Federal Contractors Program for Employment Equity

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contract Regulations* (GCRs) (currently \$25,000 including applicable taxes) by Human Resources Development Canada-Labour (HRDC-Labour), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE) for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

Signature of authorized representative: _____

The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.

Former Public Servant Certification – Competitive Requirement

Contracts with 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.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date