



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

CE DOCUMENT CONTIENT DES EXIGENCES EN  
MATIÈRE DE SÉCURITÉ

THERE IS A SECURITY REQUIREMENT  
ASSOCIATED WITH THE REQUIREMENT

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Janitorial Services AGR Ottawa	
<b>Solicitation No. - N° de l'invitation</b> 01B46-140190/A	<b>Date</b> 2016-01-08
<b>Client Reference No. - N° de référence du client</b> 01B46-14-0190	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-250-13677	
<b>File No. - N° de dossier</b> MTC-5-38242 (250)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-02-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cyr, Nicolas	<b>Buyer Id - Id de l'acheteur</b> mtc250
<b>Telephone No. - N° de téléphone</b> (514) 496-3389 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Agriculture and Agri-Food Canada K1A 0C6	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex J.

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, the Bid Evaluation Procedure, the Evaluation Grid, the Security Requirements Checklist, the Certification for Federal Contractors Program for Employment Equity, a Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder and any other annexes.

### **2. Summary**

Janitorial Services on behalf of Agriculture and Agri-Food Canada (AAFC) for thirty-two (32) of its buildings. All buildings are located on the Central Experimental Farm (CEF) in Ottawa. The period of the contract is for 2 years from the date of issue.

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security, Financial and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website”.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### **3. Former Public Servant**

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

- (1) an individual;
- (2) an individual who has incorporated;
- (3) a partnership made of former public servants; or
- (4) 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.

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"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 as defined above?

YES ( ) NO ( )

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

- (1) name of former public servant;
- (2) 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.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **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.

## **6. Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Central Experimental Farm, 960 Carling avenue, Ottawa (ON), K1A 0C6 on February 4<sup>th</sup>, 2016. The site visit will begin at 2:00 pm, in K.W. Neatby Building (#20 Main entrance).

Bidders must communicate with the Contracting Authority no later than February 2<sup>nd</sup>, 2016 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

## **7. Ontario Labour Legislation**

1. In accordance with the requirements of section 77(1) of the Employment Standards Act, 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:
  - (a) the employee's job classification or job description;
  - (b) the wage rate actually paid to the employee;
  - (c) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
  - (d) the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
  - (e) the date on which the employer hired the employee;
  - (f) any period of employment attributed to the employer under section 10 of the Act;

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- (g) the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
  - (h) a statement indicating whether either of the following subparagraphs applies to the employee:
    - (i) The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
    - (ii) The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.
2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
  3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
  4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
  5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
  6. Bidders who require clarification or further information may contact the local Ontario Ministry of Labour Offices found at <http://www.labour.gov.on.ca/english/feedback/index.php>

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

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation 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) (<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
- 2) 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

See Annex "C"

##### **1.1.2 Point Rated Technical Criteria**

See Annex "C"

### **2. Basis of Selection**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

### **1 Certifications Required with the Bid**

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

#### **1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

### **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 specified will render the bid non-responsive.

#### **2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from **Employment and Social Development Canada (ESDC) - Labour's website**.

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

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

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The Bidder must provide the Contracting Authority with a completed annex [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.

### **2.3 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. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.4 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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## 1 Security Requirement

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 7 - Resulting Contract Clauses;

Before the beginning of the contract, the following conditions must be met:

- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - 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 [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **2. Standard Clauses and Conditions**

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

#### **2.1 General Conditions**

2010C (2015-09-03), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

### **3. Security Requirement**

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
  - (b) Industrial Security Manual (Latest Edition).

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of (date of issue) to (2-year period).

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods 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.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

"At the time of the exercise of each option year, the rates in the Basis of Payment (Annex B) will be increased or decreased by multiplying the rates by the percentage change in "*The Consumer Price Index, major components, selected sub-groups and special aggregates, provinces, Whitehorse and Yellowknife, not seasonally adjusted*" ("CPI") for the appropriate province for the 12 month period ending two months before the expiration date of the current period of the contract ("period"). The CPI which shall be used is published in Statistics Canada Catalogue no. 62-001-X, tables 9-1 to 9-12, for the appropriate province all-items CPI of the period as described above.

Consumer Price Index for Canada is published by Statistics Canada and is available at:

- <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-001-X&chprog=1&lang=eng>;
- <http://www.statcan.gc.ca/daily-quotidien/130823/dq130823a-eng.htm>; or
- <http://www5.statcan.gc.ca/cansim/pick-choisir?lang=eng&p2=33&id=3260020>

## 5. Authorities

### 5.1 Contracting Authority

Name: Nicolas Cyr  
Title: Supply Specialist  
Public Works and Government Services Canada  
Address: Place Bonaventure, Portail South-East  
800 de la Gauchetiere Street West, suite 7300  
Montreal (QC), H5A 1L6  
Telephone: 514-496-3389  
Facsimile: 514-496-3822  
E-mail address: nicolas.cyr@tpsgc-pwgsc.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.

### 5.2 Project Authority

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.

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### 5.3 Contractor's Representative

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

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

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

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

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

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

### 6. Proactive Disclosure of Contracts with Former Public Servants

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

### 7. Payment

#### 7.1 Basis of Payment - Limitation of Expenditure

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 included and Applicable Taxes are extra.

#### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included 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 percent committed, or
  - b. four (4) 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.

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### **7.3 Determination of Cost**

Canada may from time to time notify the contractor in writing of any changes to the amount of space to be cleaned. In the case of the addition or elimination of cleanable space, the change in the amount of the contract shall be calculated using the firm monthly rate per m<sup>2</sup> identified in Pricing Schedule, and in accordance with the following formula:

The firm monthly rate per m<sup>2</sup> in the contract Basis of Payment for routine and scheduled cleaning operations will be multiplied by twelve months and divided by two hundred and fifty working days. This amount will then be multiplied by the additional or eliminated m<sup>2</sup>. The ensuing amount will then be multiplied by the number of days the additional space will be cleaned or eliminated. The resulting amount will represent the amount by which the contract will be increased or decreased.

No modification of the contract value will be made for the addition or deletion of less than 100 m<sup>2</sup>.

### **8. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

### **9. Certifications**

#### **9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

### **10. Applicable Laws**

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

### **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.

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- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03), Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Financial Proposal;
- (e) Annex C, Bid Evaluation Procedure
- (f) Annex D, Evaluation Grid
- (g) Annex E, Security Requirements Check List;
- (h) Annex F Buildings Plans
- (i) Annex G, Federal Contractors Program for Employment Equity - Certification
- (j) Annex H, Complete List of names of all individuals who are currently directors of the Bidder;
- (k) Annex I, Information on Incumbent Employees
- (l) Annex J, Voluntary Certification to Support the Use of Apprentices
- (m) the Contractor's bid dated \_\_\_\_\_,

## 12. SACC Manual Clauses

A0075C (2010-01-11) Ontario Labour Legislation  
A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

## 13. Insurance – Specific Requirements

### 13.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 13.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 13.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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**14. Contract Financial Security - Janitorial Services**

1. The supplier must provide to Canada one of the following contract financial securities within 30 calendar days after the date of contract award:
  - (a) a certified cheque to the Receiver General for Canada in the amount of 5 percent of the contract price; or
  - (b) an irrevocable standby letter of credit as defined in clause E0008C in the amount of 10 percent of the contract price.
2. If Canada does not receive the required financial security within the specified period, Canada may terminate the contract for default pursuant to its default provision.

**14.1 SACC Manual clause E0008C (2014-09-25) Financial Security Definition**

**15. Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

**16. Voluntary Reports for Apprentices Employed during the Contract**

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority 6 months after contract award or at the end of the con

<b>Number of apprentices hired</b>	<b>Trade specialty</b>

(Add lines if needed)