



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada /</b> <b>Réception des soumissions –</b> <b>Environnement Canada</b></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Janitorial Services – Pacific Wildlife Research Centre</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000019441</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2016.01.12</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 2:00 P.M. on – le 2016.01.22</p>	<p><b>Time Zone – Fuseau horaire</b></p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Angelina Garcia Procurement and Contracting Officer Finance Branch Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: <a href="mailto:Angelina.Garcia@ec.gc.ca">Angelina.Garcia@ec.gc.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b> 604-664-9114</p>	<p><b>Fax No. – N° de Fax</b> 604-713-9867</p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2016.04.01 to 2017.03.31 + options to extend for three (3) years in one year renewal periods</p>		
	<p><b>Destination - of Services / Destination des services</b> British Columbia</p>		
	<p><b>Security / Sécurité</b> There is a security requirement associated with this solicitation.</p>		
	<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
	<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>		



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**TITLE:** Janitorial Services – Pacific Wildlife Research Centre

## **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 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 Basis of Payment, and the Security Requirements Checklist.

### **2. Summary**

- 2.1 Environment Canada has a requirement for janitorial services as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from April 1, 2016 to March 31, 2017.
- 2.2 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 Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 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).
- 2.6 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): \_\_\_\_\_ (insert the applicable CLCA(s)) under \_\_\_\_\_ (insert the applicable paragraph number(s)).

### **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.

## **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 PWGSC *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 (2014-09-25), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 PWGSC SACC Manual Clauses**

A7035T 2007-05-25, List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

Bids may be transmitted by facsimile to Angelina.Garcia@canada.ca at no. 604-713-9867

#### **3. Former Public Servant – Competitive Bid (A3025T 2014-06-26)**

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.

See also Appendix 3 – Certifications.

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

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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

### **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 - 1 hard copy



Section II: Financial Bid – 1 hard copy

Section III: Certifications – 1 hard copy

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>). 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; and
- (3) print on both sides of the paper.

#### **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 and describe their approach 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.

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

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

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet (*insert "detailed below" OR "in Attachment \_\_\_ to Part 3"*). The total amount of Applicable Taxes must be shown separately.
- 1.3 **Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for *the performance* of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.



- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
  - (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
  - (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
  - (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- 1.4 The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.
- 1.5 Bidders should include the following information in their financial bid:
- (a) Their legal name; and
  - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information**

**1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

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

Please see Appendix 2 - Evaluation and Selection Criteria

Please also refer to Item 15 – Conduct of Evaluation on Appendix 1 – 2003 Standard Instructions for Competitive Solicitations

**PART 5 - CERTIFICATIONS**

Please see Appendix 3 – Certifications.

**PART 6 – SECURITY AND OTHER REQUIREMENTS**

**1. Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) 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;



- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## 2.0. Insurance Requirements (G1007T)

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT

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

**Title:** Janitorial Services – Pacific Wildlife Research Centre

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex\_\_\_\_\_ and the Contractor's technical bid dated \_\_\_\_\_.

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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 (2012-07-16), General Conditions - Services (Medium Complexity)

### 3. Security Requirement

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

- a. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
- b. The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CIISD/PWGSC.
- c. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- d. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CIISD/PWGSC.
- e. The Contractor must comply with the provisions of the:
  - e.1 Security Requirements Check List and security guide (if applicable), see attached as **Annex E**.
  - e.2 Industrial Security Manual (latest edition)



**3.2 Contractor's Site or Premises Requiring Safeguard Measures**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:  
Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**4. Term of Contract**

**4.1 Period of the Contract**

The Work is to be performed during the period of April 1, 2016 to March 31, 2017.

**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 additional three (3) one-year renewal period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: *Angelina Garcia*  
Title: Procurement & Contracting Officer  
Environment Canada  
Pacific & Yukon Region  
Finance Branch  
Address: 201-401 Burrard Street  
Vancouver, BC V6C 3S5  
Telephone: 604-664-9114  
Facsimile: 604-713-9867  
E-mail address: [Angelina.Garcia@canada.ca](mailto:Angelina.Garcia@canada.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 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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





**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**

The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, \_\_\_\_\_ (insert, if applicable, "and profit,") as determined in accordance with the Basis of Payment in Annex \_\_\_\_\_, to a limitation of expenditure of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are \_\_\_\_\_ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.

See Appendix 6 for Basis of Payment of the resulting contract.

**8. Invoicing Instructions**

**8.1 Milestone Payments**

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex \_\_ of the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**9. Certifications A3015C (2008/12/12)**

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

**9.1 Compliance**

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



### 9.1.1 Canadian and Foreign Contractors

(a) A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

(b) A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### 10. Applicable Laws

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

### 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010C (2012-07-16), General Conditions - Services (Medium Complexity) (*insert date*) as modified;
- (c) Annex \_\_\_\_, Statement of Work;
- (d) Annex \_\_\_\_, Basis of Payment;
- (e) Annex \_\_\_\_, Security Requirements Check List (*if applicable*);
- (f) Annex \_\_\_\_, Insurance Requirements (*if applicable*);
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_ and insert date(s) of clarification(s) or amendment(s)*).

### 12. Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex \_\_\_\_. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

APPENDIX 1

STANDARD INSTRUCTIONS – GOODS OR SERVICES – COMPETITIVE REQUIREMENTS  
2003 (2012-07-11)

- 01 Code of Conduct and Certifications - Bid
- 02 Procurement Business Number
- 03 Standard Instructions, Clauses and Conditions
- 04 Definition of Bidder
- 05 Submission of Bids
- 06 Late Bids
- 07 Delayed Bids
- 08 Transmission by Facsimile
- 09 Customs Clearance
- 10 Legal Capacity
- 11 Rights of Canada
- 12 Rejection of Bid
- 13 Communications - Solicitation Period
- 14 Price Justification
- 15 Bid Costs
- 16 Conduct of Evaluation
- 17 Joint Venture
- 18 Conflict of Interest - Unfair Advantage
- 19 Entire Requirement
- 20 Further Information

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**01 Code of Conduct and Certifications - Bid**

1. Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation. Canada may verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

3. For the purpose of this section, business concerns, organizations and individuals are Bidder's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders must submit the following as part of their bid:
  - a. a complete list of names of all individuals who are currently directors of the Bidder;
  - b. a properly completed and signed Consent Form, for each individual named in the aforementioned list.
5. The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and to provide Consent Forms during the period of any contract arising from this bid solicitation.
6. By submitting a bid, the Bidder certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Bidder nor any of the Bidder's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
  - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
  - d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
  - e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
  - f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
  - g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Bidder must provide with its bid a certified copy of confirming documentation from an official source.

## 02 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### 03 Standard Instructions, Clauses and Conditions

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

### 04 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### 05 Submission of Bids

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.
2. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a complete bid;
  - d. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08;
  - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.
4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

#### 06 Late Bids

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

#### 07 Delayed Bids

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Puroiator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### 08 Transmission by Facsimile

1. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
2. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - a. receipt of garbled or incomplete bid;
  - b. availability or condition of the receiving facsimile equipment;
  - c. incompatibility between the sending and receiving equipment;
  - d. delay in transmission or receipt of the bid;
  - e. failure of the Bidder to properly identify the bid;
  - f. illegibility of the bid; or
  - g. security of bid data.
3. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

#### 09 Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

#### 10 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

## 11 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

## 12 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
    - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### 13 Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

### 14 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

### 15 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### 16 Conduct of Evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

### 17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to



bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
  3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **18 Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **19 Entire Requirement**

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

#### **20 Further Information**

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

## APPENDIX 2

### EVALUATION AND SELECTION CRITERIA

#### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation process will be limited to the bids that meet all mandatory qualification requirements. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids which contain a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

##### A. Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site at the Pacific Wildlife Research Centre (PWRC). Arrangements have been made for site visit to be held on Wednesday, 27 January 2016, at 9:00 hours at 5421 Robertson Road, Delta, BC V4K 3N2. Bidders must communicate with the Contracting Authority no later than TBD before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

##### B. Experience

It is mandatory for the Bidder to certify that it meets the following experience qualifications:

1. A statement certifying that the Bidder and its key staff, or intended subcontractor(s) has a minimum of five (5) years experience in janitorial services and be capable of receiving training and orientation in special cleaning duties.
2. By contract start date, all resources must have the required security clearances (DOS or FCS) to access the site.
3. Suppliers certify, prior to the RFP closing date that neither they nor their administrators have ever been convicted, of an offence under the Canada Labour Code, or under any provincial labour/employment legislation. The supplier will also certify that he has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.
4. It is a mandatory requirement for the Bidder to have worked a minimum of five years, and performed the work satisfactorily, on institutional/commercial building cleaning contracts of a similar scale or larger and complexity. All Bidders are requested to include with their bid a list of references for where they have worked during the past five (5) years, including the locations, approx. floor area (in sq.m. or sq.ft.) covered, dollar value of contract, names and telephone numbers of the persons who can be contacted to confirm the information.

5. Bidder should include the minimum/maximum number of hours that the Contractor anticipates to perform the work on an annual basis.

C. Certifications

It is mandatory that the Bidder submit proofs of the following documentation:

- Completion of Building Service Worker Certification Program or equivalent
- Workers' Compensation Board that is current and in good standing
- Federal Suppliers program for Employment Equity
- Workplace Hazardous Materials Information System (WHMIS) Certification of Compliance
- Former Public Servant Certification – Competitive Requirement
- Integrity Provisions
- Commercial General Liability Insurance coverage of \$2 million
- Automobile Liability Insurance (if applicable)

See also Appendix 3 - Certifications

D. Green/Environmental Requirements.

It is mandatory that the Bidder shall adhere or comply with the following environmental standards set under this contract.

**Cleaning Products**

Cleaning products must be biodegradable, phosphate-free, odorless, low-odor, low volatile organic compounds (VOC) products for all general-purpose cleaning. All cleaning products used must meet the Environmental Choice Program Certification ("Eco-Logo") criteria or equivalent. These products must be supplied at no extra cost.

**Paper Products**

All hygienic paper products must contain a minimum of 10% post-consumer recycled fibres or equivalent. All products used must meet the Environmental Choice Program Certification ("Eco-Logo") criteria or equivalent. These products must be supplied at no extra cost.

**Delivery of Services**

Janitorial services must occur during office working hours to minimize the number of hours overhead lighting is in use. Office working hours are to be defined in contract documents.

**1.1.2 Technical Bid**

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

**1.2 Financial Evaluation**

- 1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2A and 2B appended to this document.

**2. Basis of Selection**

- 2.1 It is understood that to be considered responsive, a proposal must meet all mandatory requirements listed in item 1.1 Mandatory Technical Criteria, points 1.1.1 and 1.1.2.

Proposals not meeting (1.1.1) or (1.1.2) will be given no further consideration.

- 2.2 The selection of the winning Bidder will be based on the lowest priced value, provided that proposal meets all mandatory technical requirements as specified in the RFP document.

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**ATTACHMENT 2A**  
**OFFER OF SERVICES**

The Bidder must complete Attachment 2A - Offer of Services form, together with Attachment 2B – Pricing Schedule and it in its financial bid.

1. Offer submitted by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Print or type complete Business or Corporate name and address)

2. I (We) the undersigned hereby offer to Environment Canada, referred to as EC, to furnish all necessary expertise, supervision, materials, vehicles, equipment and other things necessary to complete to the entire satisfaction of EC, the work described in the Request for Proposal according to the terms and conditions of the Department's Service Contract for the following prices (HST extra, if applicable):

2.1 **Labour/Service Fees:** Total \$ \_\_\_\_\_

This is a breakdown of the tendered amount for Professional Services. (Although detailed price support for the rates is not requested at this time, be prepared to provide it if asked.)

Fiscal Year	Total Monthly Fee	Total Package ANNUAL Cost
FY 2016-17 (Apr 2016 – Mar 2017)		
Option year 1 (Apr 2017 – Mar 2018)		
Option year 2 (Apr 2018 – Mar 2019)		
Option year 3 (Apr 2019 – Mar 2020)		
Total		

2.2 **Associated Expenses:** (if applicable) Total \$ \_\_\_\_\_

List and breakdown all anticipated associated costs. (i.e. courier, long distance, reproduction, etc.)

\_\_\_\_\_  
 \_\_\_\_\_

2.3 **Travel Expenses:** (if applicable) Total \$ \_\_\_\_\_

Travel expenses are reimbursable at cost, not exceeding the Government Travel Directives posted on Internet Web Site: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp). For those without Internet access, these rates are available on request. These expenses are based upon the following anticipated travel requirement(s):

\_\_\_\_\_  
 \_\_\_\_\_

2.4 **Taxes (GST/HST):** (if applicable) Total \$ \_\_\_\_\_

2.5 **GRAND TOTAL** Total \$ \_\_\_\_\_

3. I (We) agree that the Offer of Services will remain firm for a period of sixty (120) calendar days after the Request for Proposal closing date.
4. Payment for work completed are to be proposed in the proponent's fee proposal. EC reserves the right to negotiate an acceptable payment schedule.
5. I (We) submit the following:
  - a) A PROPOSAL to undertake the work, in accordance with the requirements of EC, as specified;
  - b) A duly completed OFFER OF SERVICES, as required in the Proposal Instructions.
6. It is understood that it shall be a term of any resultant contract that no individual, for who the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions; and 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 in the Conflict of Interest and Post-Employment Code for Public Office Holders which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. 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 immediately to the Departmental Representative.
7. It is understood that persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations as passed by the United Nations. As a result, the Contractor shall not supply and EC will not accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. During the performance of the Contract should the addition of a country to the list of those already sanctioned or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contract, the situation will be treated by the Parties as a force majeure. The Contractor shall immediately inform EC of the situation; the procedures applicable to force majeure shall then apply.
8. Federal Government Departments and Agencies are required to prepare T4-A supplementary tax slips for individuals or businesses engaged through contracts for services.

It is understood that the successful bidder shall provide and certify to be true the following information:

- whether the contractor is an individual, unincorporated business or corporation;
- the legal name of the entity; that is, the name associated with the SIN or Business Number;
- for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the Business Number, or, if applicable the HST number;
- for corporations, the Business Number or, if this is not available, the HST number. If there is no BN or HST number, the T2 Corporation Tax number must be provided.
- As the case applies, provide your:

Business Number \_\_\_\_\_, or S.I.N. \_\_\_\_\_, or

HST # \_\_\_\_\_, or T2 Corp. Tax # \_\_\_\_\_.

**OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE PRESCRIBED COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

in the Province/Territory of \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature (by Authorized Officer)

\_\_\_\_\_  
Title

**ATTACHMENT 2B  
PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid.

For the Work described in Section \_\_\_\_\_ of the Statement of Work in Appendix "A".

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_ per month, HST/GST extra, if applicable.

Service Requirement	Basis and Method of Payment (As appropriate)
Routine/scheduled cleaning services	Firm monthly rate per m <sup>2</sup>
"As and when requested" services	Firm hourly rate (Different rates may be set for regular hours, outside regular hours, and Sunday/ Statutory holiday hours)
<b>AND/OR</b>	<b>OR</b>
Project work	Firm price per task
<b>AND / OR</b>	<b>OR</b>
Emergency cleaning	Firm price per m <sup>2</sup> Basis of payment can be requested as an hourly rate when custom software is used for evaluation.
Materials	Cost + Mark up

Canada will not pay the Contractor for any scope changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**Option to Extend the Contract**

Environment Canada reserves the right to avail of renewal option year periods. If this option to extend is exercised, the Contractor will be paid the firm price (HST/GST extra, if applicable) specified below to perform the Work during the contract extension:

Extended Contract Period from Apr 2017 to Mar 2018	Firm Price of \$___ per month
Extended Contract Period from Apr 2018 to Mar 2019	Firm Price of \$___ per month
Extended Contract Period from Apr 2019 to Mar 2020	Firm Price of \$___ per month

**6.2 Method of Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

### 6.3 Use of a Determination of Cost clause for Contract Amendments for Option Years

It is recognized that from time to time a client may require changes adding or reducing the amount of space to be cleaned. This raises the risk of confusion or complaints. To mitigate these risks, a contract amendment will be developed that will outline how changes in requirements will be managed over the course of the contract. A Determination of Cost clause will be developed to indicate how calculations will be made on potential amendments for additions/reductions of services (m2 or frequency).

The clause will provide that the firm monthly rate per m2 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 m2.

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. A cap on the amount of an increase or decrease will be inserted into the clause.

Alternatively, in developing the clause, consideration will be given to a different approach where suppliers are asked to propose on a specific square footage/hourly rate and requested to provide proposals on the costs of increased square footage up to a certain percentage. In this scenario, the proposal evaluation would have to address both costs.

### APPENDIX 3

#### CERTIFICATIONS REQUIRED WITH THE BID

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

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

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

The Bidders must submit the following "current" certifications:

- Completion of Building Service Worker Certification Program or equivalent
- Workers Compensation Board that is in good standing
- Federal Suppliers program for Employment Equity
- Workplace Hazardous Materials Information System (WHMIS) Certification of Compliance
- Former Public Servant Certification – Competitive Requirement
- Integrity Provisions
- Commercial General Liability Insurance coverage of \$2 million
- Automobile Liability Insurance (if applicable)

The successful Bidder selected for contract award shall also comply with security reliability certification requirements.

Please refer to description of required certifications below.

#### 1. **Building Service Worker Certification**

The Bidder must have completed the certificate program that provides training in practical skills and cleaning procedures required in a variety of settings. The training certificate reflects performance and knowledge standards required in the industry, and emphasizes practical application of skills that is required for the Work.

#### 2. **A0285T (2007/05/25) Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 3. **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 permanent full time, part-time or temporary employees in Canada. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.



The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the following HRSDC Website.

\_\_\_\_\_  
Signature/Printed Name

\_\_\_\_\_  
Date

#### 4. Workplace Hazardous Materials Information System (WHMIS) Certification of Compliance (B1505C)

The Contractor must label and ship goods falling within the *Hazardous Products Act*, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

#### 5. 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

#### 6. Integrity Provisions

By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Bidder nor any of the Bidder's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

- a. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
- c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
- d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
- e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or

- f. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
- g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.

\_\_\_\_\_  
Signature/Printed Name

\_\_\_\_\_  
Date

## 7. Commercial General Liability Insurance

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### (a) Contractor's Responsibility

1. It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense.

The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.

2. The Contracting Authority reserves the right to request at any time, evidence that the insurance requirements, stipulated herein, are met.
3. The evidence of insurance, if requested, is to be provided in the following manner:
  - a. Certificate(s) of insurance signed by the insurer's underwriter containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements; or
  - b. A certified true copy of the policy.

### (b) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$2,000,000** per accident or occurrence and in the annual aggregate.

### CGL Endorsements

The following endorsements must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

1. Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract.
2. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
3. Notice of Cancellation Endorsement: The Insurer agrees to provide the SA Authority thirty (30) days written notice of policy cancellation;
4. Cross Liability Endorsement: Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
5. Contractual Liability Endorsement: The policy will, on a blanket basis or by specific reference to threshold limits of the SO, extend to assumed liabilities with respect to contractual insurance provisions;
6. Contingent Employer's Liability Endorsement: To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
7. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured.
8. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.

9. Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.
  10. Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  11. Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
  12. Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
- (c) Where the Contractor is a JV, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the JV Contractor identify itself by a single name. Upon request by Canada, a JV Contractor must specify the name of the JV to the Contracting Authority.

#### **8. Automobile Liability Insurance (G2020C)**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

#### **ADDITIONAL CERTIFICATION REQUIREMENT IF SELECTED FOR CONTRACT AWARD – FOR CONTRACTOR AND ITS PERSONNEL**

##### **9. Security Reliability Certification Requirements**

1. The Contractor shall be responsible for obtaining and completing any and all needed application for a Reliability Status through the CIISD, PWGSC. The Contractor shall be responsible for any expenses incurred.
2. The Contractor's personnel requiring access to the PESC site must EACH hold a valid reliability status granted or approved by CIISD/PWGSC.

See also Security Requirements in the Statement of Work (section 9 – Security Reliability Confirmation and Security Requirements)

APPENDIX 4

RESULTING CONTRACT CLAUSES

2010C (2012-07-16) GENERAL CONDITIONS – SERVICES (MEDIUM COMPLEXITY)

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the Essence
- 08 Excusable Delay
- 09 Inspection and Acceptance of the Work
- 10 Invoice Submission
- 11 Taxes
- 12 Payment Period
- 13 Interest on Overdue Accounts
- 14 Audit
- 15 Compliance with Applicable Laws
- 16 Liability
- 17 Government Property
- 18 Amendment
- 19 Assignment
- 20 Suspension of the Work
- 21 Default by the Contractor
- 22 Termination for Convenience
- 23 Right of Set-off
- 24 Conflict of Interest and Values and Ethics Codes for the Public Service
- 25 Contingency Fees
- 26 International Sanctions
- 27 Code of Conduct and Certifications - Contract
- 28 Harassment in the Workplace
- 29 Entire Agreement
- 30 Access to Information

#### 2010C 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

#### 2010C 02 (2008-05-12) Standard Clauses and Conditions

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### 2010C 03 (2008-05-12) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### 2010C 04 (2008-05-12) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### 2010C 05 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;

- b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
- a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### **2010C 06 (2008-05-12) Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

#### **2010C 07 (2008-05-12) Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **2010C 08 (2008-05-12) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### 2010C 09 (2008-05-12) Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### 2010C 10 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### 2010C 11 (2012-07-16) Taxes

##### 1. Municipal Taxes

Municipal Taxes do not apply.

##### 2. Provincial Taxes

- a. Except as provided by law, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250  
Manitoba 390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the



performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**2010C 12 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2010C 13 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**2010C 14 (2008-05-12) Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

**2010C 15 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**2010C 16 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**2010C 17 (2008-05-12) Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

**2010C 18 (2008-05-12) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

**2010C 19 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**2010C 20 (2008-05-12) Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**2010C 21 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2010C 22 (2012-07-16) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2010C 23 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

**2010C 24 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**2010C 25 (2008-12-12) Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

**2010C 26 (2012-07-16) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.

**2010C 27 (2012-07-11) Code of Conduct and Certifications - Contract**

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition to complying with the *Code of Conduct for Procurement*, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.
5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
  - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
  - d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
  - e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
  - f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
  - g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source.

#### **2010C 28 (2010-08-16) Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **2010C 29 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**2010C 30 (2012-07-16) Access to Information**

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

## APPENDIX 5

### STATEMENT OF WORK

#### TITLE

Janitorial Services – PWRC

#### LOCATION

Pacific Wildlife Research Centre  
Environment Canada  
5421 Robertson Road  
Delta, BC V4K 3N2

#### BACKGROUND

The Pacific Wildlife Research Centre (PWRC) site is comprised of a main building and several barns. The main building, referred to as "Building B" consists of the Lodge, the Science Wing and the Annex.

The *Lodge* is located at the centre of the building and accommodates the office of the Regional Director, the administration, the Eco System Conservation and the Population Conservation groups. There are two GIS labs and a drafting room on the ground floor and a kitchen on the second floor. The Lodge is connected to the Science Wing through a link.

The *Science Wing* houses the Population Conservation group, the Conservation Service Delivery group and the Wildlife Research - Delta group. There are also shared student spaces and offices for research associates from Simon Fraser University and other NGOs working with PWRC to form a partnership in wildlife research. The laboratories located on the ground floor are shared by both the Wildlife Research Delta and the Population Conservation groups.

The Annex consists of a two-storey building with two boardrooms, two offices, two washrooms, a library/open area and a kitchenette on the ground floor and roughly 20 office spaces on the second floor. It is linked to the Lodge through a sheltered walkway.

#### THE REQUIREMENT

The Contractor shall be responsible for the provision of all competent labour, supervision, approved materials and equipment required for building cleaning and janitorial services for the PWRC

The work shall be undertaken in a satisfactory and complete manner in accordance with the Statement of Work listed herein for the following locations:

- (1) The Lodge
- (2) The Science Wing
- (3) The Annex 1
- (4) The Annex 2 (new)

#### Floor Area of PWRC offices that require cleaning services

(1) The Lodge	624 sq.m.
(2) The Science Wing	492 sq.m.
(3) The Annex 1	276 sq.m.
(4) The Connector between the Lodge and the Science Wing	109 sq.m.
(5) The Annex 2 (new)	372 sq.m.
TOTAL	1,782 sq.m.

#### OBJECTIVE

To engage the services of a Contractor who has the resources, i.e., competent labour, supervision, equipment, approved materials for building cleaning and janitorial services for the PWRC site.

## THE WORK

### 1. General Instructions

- 1.1 The following specifications of cleaning work to be done and standards to be met will serve to outline services the Contractor will be expected to provide. Changes may be made, in writing, after negotiations between the Contractor and the Contracting Authority.
- 1.2 When requested, the Contractor is to attend scheduled cleaning inspection tours of the PWRC facility with the Site Authority listed herein to discuss problems, queries, etc. Any items of contention discussed during these meetings will be rectified within one (1) working day. The Site Authority or his/her representative shall be the sole judge of the quality of the work embodied in these specifications, and his/her decision shall be final. The Site Authority shall be able to contact the Contractor's supervisor or a designated alternate at all times.
- 1.3 The Contractor shall have on site at all times of work, a representative with the authority to make decisions and commitments on behalf of the Contractor.

### 2. Communications

- 2.1 In order to ensure the safety of the Contractor, its employees, and the users of the premises, all cleaners and supervisors working on the premises must be able to communicate fluently both orally and in writing in the English language. They must also be able to read English as safety signs regarding hazardous materials are printed in this language.
- 2.2 In order to ensure effective communications between the Contractor and the Site Authority, the Contractor must provide a means of communication, which allows a thirty (30) minute response/call back, and one (1) hour emergency response.

### 3. Labour

The Contractor shall supply sufficient and trained labour to perform the services required. Employee training must consist of Building Service Worker Training received at an Educational Institute or through specific in-house training programs; proof of which is to be delivered to the Site Authority through Certificates from the Educational Institutes or written details of the in-house training program.

### 4. Contractor's Responsibility

- 4.1 The Contractor is responsible for the examination of surfaces to be maintained, ascertain their condition and bring to the Site Authority's attention any defective surfaces or areas requiring repair or extra work to bring them up to the maintenance level defined in the specifications. This must be done in writing within ten (10) days of contract award. The Contractor shall provide and maintain adequate and suitable means of saving the building and contents from damage or defacement during the progress of the work, i.e. drop cloths, tarpaulins, etc.
- 4.2 The Contractor shall maintain as current the following certifications:
  - Building Service Worker Certification
  - Workers Compensation Certification in good standing
  - Federal Suppliers program for Employment Equity
  - Workplace Hazardous Materials Information System (WHMIS) Certification of Compliance
  - Integrity Provisions
  - Commercial General Liability Insurance coverage of \$2 million
  - Automobile Liability Insurance (if applicable)

### 5. Site Authorities Responsibilities

- 5.1 The Site Authority shall determine if work performed under this contract is according to the Operations & Frequencies (**See Annex A**) and meets the Quality Standards (**See Annex B**) listed herein;
- 5.2 The Site Authority shall determine if the labour and materials provided by the Contractor meets the specifications; and



5.3 The Site Authority shall approve schedule changes for the various phases of the work.

#### **6. Staffing**

6.1 All persons employed as daytime staff are to have authority to carry out directions given to them by the site authority whether or not this involves minor changes to the specifications.

6.2 The Contractor shall equip his superintendent with a cell phone or similar communicating device so he may be contacted by the Site Authority or his representative, during the work day.

#### **7. Health and Safety**

7.1 The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by Federal and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.

7.2 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Site Authority reserves the right to have the equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to provide suitable replacement equipment.

7.3 All materials are to be stored and handled in such a manner as to not present a danger to building occupants or members of the public.

7.4 All materials and chemicals are to be labeled in accordance with (WHMIS) the "Workplace Hazardous Materials Information System".

7.5 All employees working in this building must be trained in WHMIS. The Contractor is to provide WHMIS refresher training courses as required.

#### **8. Building Security**

8.1 Only those employees, whose names appear on the Contractor's payroll, will be allowed access to the site of the work. No other persons accompanying employees will be allowed on site.

8.2 The Contractor's cleaning staff shall be subject to questioning and search of cleaning material in relation to security matters by the PWRC and/or its designated security staff.

8.3 All keys entrusted to the Contractor for the fulfillment of the project must be fully protected at all times.

8.4 All doors to room, private or general offices, etc., which must be unlocked by the Contractor's employees, must be kept locked during the performance and at the completion of their duties.

8.5 The Contractor is responsible for the security of the building to the extent of locking and unlocking of exterior doors and, the inspection of windows to ensure they are closed and locked before leaving the premises.

8.6 All cleaning staff working in this building must be security confirmed to the Reliability level. The Site Authority is to be informed before a new cleaning staff member starts working at the site whether the cleaning staff member has been security confirmed previously or not. Security forms and reliability confirmation is to be obtained from the Site Authority prior to the non-security confirmed employee starting work in the building. All cleaning staff must carry a copy of their security reliability confirmation and picture ID (either a B.C. driver's license or S.C. ID card) at all times. At the discretion of the Site Authority, employees not carrying proper ID and security reliability confirmation may be removed from the site. Cleaning staff shall not be allowed back in the building until required proof is presented.

#### **9. Building Cleaning Operations**

9.1 Routine cleaning will be performed on Tuesday, Thursday and Saturday or Sunday between the hours of 18:00 and 22:00

9.2 Scheduled operations will, be performed at times most convenient to the Site Authority.

9.3 Cleaning operations shall be carried out in such a manner that no more than 25 percent of the building will be illuminated while cleaning operations are underway during unoccupied hours, i.e., work shall be

completed on each floor, or section of a floor, and lights switched off in that area, before proceeding to the next floor or section of floor to commence operations in that area. Where individual offices are equipped with light switches, lights are to be turned on when entering to clean the office, and switched off, immediately, on leaving the office to proceed to clean the next office.

- 9.4 Prior to award of contract, the Contractor will on request, submit in writing, his plan of operation to conform to routine cleaning, scheduled operations and special cleaning conditions.
- 9.5 The Contractor is not anticipated to perform any work during statutory holidays, unless requested by the Site Authority in exceptional circumstances.

#### 10. Inspection

The Contractor must notify the Site Authority when each major operation listed in Section 2 is completed. Arrangements will be made to inspect the work to decide whether or not it is acceptable.

#### 11. Quality Standards

The Quality Standards (Annex B), where applicable, shall be strictly adhered to. Inspections made by the Site Authority will be based on these standards.

#### 12. Materials and Equipment

- 12.1 The Contractor will supply all equipment, materials, uniforms or products required to carry out the work unless stated otherwise. This includes any additional products, equipment and/or paper products used during seasonal increases in staff.
- 12.2 The Contractor shall, where available, use materials listed in the Canadian General Standards Board Qualified products Lists.
- 12.3 The Contractor shall, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any or all materials supplied by him for use in the work and he may be required to provide samples of materials from his stock for testing purposes.

#### 13. Space Assigned

- 13.1 The Site Authority shall provide the Contractor with such spaces as is considered necessary by the Site Authority for the performance of the Contractor's duties.
- 13.2 The Contractor must not lose, publicize or use in any fashion, for business purposes, the address of a building leased or owned by the Government of Canada.
- 13.3 The PWRC will not be responsible for damage to the Contractor's supplies, materials or equipment in the building nor to the Contractor's employees' personal belongings brought into the building.

#### 14. Log

A log shall be maintained in the building by the Contractor in which he shall record on a daily basis, all the work performed other than the normal day to day cleaning. The log shall be made available for inspection by the Site Authority as required.

#### 15. Contract Enforcement

Bidders shall be aware that this contract will be enforced in the following manner to ensure satisfactory performance or else the speedy removal of the Contractor for default of contract under the terms of the contract:

- 15.1 Any deficiency in specified contract performance will be considered a default of contract;
- 15.2 A first default will result in a letter of notification to the Contractor of the default. If the default is not immediately corrected, the Site Authority may call in another contractor to rectify the default and deduct the cost from payment due, or the Site Authority may deduct monies relating to the default and the services not tendered. If the contract is bonded with a Performance Bond, a copy of the first letter of default will be forwarded to the Bonding Company;

- 15.3 The first letter of default will also notify the Contractor that a second default of any kind will automatically commence action to take the work out of the Contractor's hands in accordance with the terms of the contract;
- 15.4 A second default by the Contractor will result in a letter from the Site Authority to the Contractor giving notice of the default. This second letter will also inform the Contractor that the Site Authority is proceeding with the steps to take the work out of the Contractor's hands;
- 15.5 After a second default all payments will immediately cease in accordance with the terms of the contract;
- 15.6 After a second default the work of the contract will, be taken out of the hands of the Contractor;
- 15.7 There will be no "action steps" as outlined above for very serious poor performance or abandonment of the contract or bankruptcy, etc. The Site Authority will, in these serious situations, immediately commence to take the work out of the Contractor's hands in accordance with the terms of the contract.

#### **16. Green Procurement**

- 16.1 The federal government is committed to reducing the environmental impact of its operations. In April 2006, the Government of Canada issued the *Policy on Green Procurement* directing federal departments and agencies to take the necessary steps to incorporate environmental performance considerations into their procurement decision-making processes. The Policy applies to all phases in the management of goods and services, from the planning and requirement definition phases through acquisition, use, operation and maintenance, and ultimately disposal or close-out activities.

See also Annex C for reference.

#### **PROJECT SCHEDULE**

The initial period of the contract shall be April 1, 2016 to March 31, 2017 including options to extend for three (3) years in one year renewal periods.

#### **DELIVERABLES**

PWRC's premises that are consistently clean and well kept, complying with cleaning and quality standards and meeting green/environment products and practices standard requirements.

#### **CROWN INPUT**

Schedule and conduct cleaning inspection tours.

Provide space as may be necessary to for the Contractor to perform its work.

Monitor Contractor performance, bring to Contractor's attention, and help address work performance issues

See also Section 5 in The Work.

#### **TRAVEL**

The Contractor shall be responsible for any travel-related expense in this contract.

#### **ACCEPTANCE**

The Site Authority(ies) shall accept the work in behalf of the Crown.

#### **HEALTH AND SAFETY**

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

The Contractor must comply with the mandatory insurance requirements. 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.

See also Section 7 in The Work and Annex D for Supplementary Health & Safety Conditions.

#### SECURITY REQUIREMENTS

1. The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
2. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
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 ).

See also Section 8 in The Work.

#### SITE AUTHORITY(IES)

Information to be provided at resulting contract.



ANNEX A

OPERATIONS AND FREQUENCIES

1. **Frequency of Cleaning**
  - The frequency of cleaning will be each Tuesday, Thursday and Saturday or Sunday unless otherwise specified. Some cleaning frequencies will have to be discussed with and approved by the Site Authority.
2. **Interior - General**
  - The operations specified in this Section are more particularly defined in Annex B – Definition of Terms and Quality Standards
3. **Floors – General Preliminary Instructions**
  - Chairs, wastepaper baskets, etc. must not be placed on desks, tables or work benches during cleaning operations.
  - Care must be taken not to allow cleaning solutions, to seep under furniture legs, file cabinets or partitions.
  - Exclusion – Cleaning of laboratory sinks, stationary and moveable equipment.
4. **Floors – Terrazzo, Marble and Quarry Tile**
  - Exclusion – Entrances, Lobbies, Washrooms and Stairways
  - General
    - Sweep all floors
    - Remove gum and other foreign residue
    - Damp mop all floors to remove spillage, etc.
    - Wash and buff all floors weekly
    - Scrub and refinish on a full floor basis three times a year in the months of August, November and February
    - Strip and refinish on a full floor basis annually in the months of: May
5. **Floors – Hardwood**
  - Preliminary Instructions
    - Use a minimum amount of water to remove spillage.
  - General
    - Sweep all floors.
    - Polish floors weekly
    - Clean floors monthly using a solvent wood cleaner, apply one coat of an approved non-slip wax and buff when dry.
6. **Floors - Concrete**
  - General
    - Sweep all floors
    - Remove gum and other foreign residue
    - Damp mop to remove spillage
    - Wash all floors monthly
  - Laboratories
    - Sweep all floors.
    - Damp mop all floors
    - Scrub all floors monthly (2<sup>nd</sup> Thursday of month)
  - Active Storage Space
    - Sweep all floors monthly (2<sup>nd</sup> Thursday of month)
  - Dormant Storage Space
    - Sweep and wash on request.
7. **Carpeting and Rugs**
  - General
    - Remove spots and stains from carpeting and rugs using methods and solutions approved by carpet manufacturers and clean up spills as soon as possible after observation or notification.
    - Report to the Site Authority spots on carpeting or rugs that cannot be removed by normal means and any damage to or lifting of carpeting.
    - Clip loose threads during vacuuming operations
    - Pick up debris/litter from all areas.

Offices

- o Vacuum traffic lanes, desk wells and soiled areas.
- o Vacuum on a full floor basis twice per month (1<sup>st</sup> and 3<sup>rd</sup> Thursday each month).
- o Where T mats are in use, remove, vacuum carpet, clean T mat and replace twice per month (1<sup>st</sup> and 3<sup>rd</sup> Thursday each month).

Corridors and Elevator Lobbies

- o Vacuum on a full floor basis.

**8. Walk-Away Mats**

• General

- o The Contractor will use an industrial type, wet and dry vacuum cleaner equipped with the proper floor tools and of sufficient suction to remove wet or dry sand, water, etc., from the mat.
- o Vacuum and remove stains from all mats at 18:00 hours Tuesday, Thursday and Saturday or Sunday. During inclement weather, or as a result of, vacuum mats more often if necessary.
- o The Department will provide Walk-Away mats and the Contractor will install, maintain, remove, clean and store mats in a designated area when not in use.

• Weekly

- o Clean all large mats in place by means of the hot water extraction method. Smaller mats are to be removed to a designated location for this operation.

**9. Entrances, Exits and Lobbies**

• General

- o Keep free of debris/litter
- o Clean furniture as per office furniture
- o Mats are to be removed or rolled up to complete floor cleaning operations
- o Clean both sides of door glass.
- o Clean surface and between bars of foot grilles
- o Remove gum and other foreign debris
- o Sweep and wash floors. Provide additional damp mopping of floors during or as a result of inclement weather.
- o Spot clean front of lock boxes.

• Weekly

- o Clean both sides of all glass windows, metal and/or wood surfaces.
- o Spray and buff all resilient floors.

• Monthly

- o Remove foot grilles and clean out recessed pan and drain.
- o Machine scrub and refinish floors.

• Annually

- o Strip and refinish floors
- o Clean front of lock boxes.

**10. Stairs and Landings**

• General

- o Sweep stairs and landings.
- o Remove gum or other foreign residue.
- o Wash stairs and landings.
- o Dust hand rails, vertical grilles, baseboards, stringers and ledges.
- o Vacuum and spot clean carpeted stairs and landings.

• Monthly

- o Wash handrails, baseboards, risers, steps, landings, stringers and ledges.

• Semi-Annually – (As per schedule discussed with and approved by Site Authority)

- o Strip and refinish terrazzo, marble or resilient surfaces.

• Annually - (As per schedule discussed with and approved by Site Authority)

- o Scrub and refinish concrete surfaces.

**11. Miscellaneous**

• General

- o Damp wipe window sills, stools and draft deflectors.
- o Dust open radiators, remove debris from behind and underneath
- o Clean public telephone boots and clean glass.
- o Dust display cases, directory boards and spot clean glass.

• Twice per Month

- o Clean exterior sash of notice boards and wash glass

- Wash display case glass
- Clean directory board frame and clean glass.
- Clean interior government signs.
- Monthly
  - Clean and polish all metal fittings
  - Dust tops of sorting cases.
  - Dust or vacuum blinds.
- Quarterly -- (As per schedule discussed with and approved by Site Authority)
  - Dust or vacuum ledges, tops of partitions, pipes and other high areas including tops of hanging light fixtures and conduit 1.8 metres or more above floor level.
  - Clean all air intake grilles, air diffusers and metal surrounds using a detergent solution or solvent.
  - Wash all open radiators
  - Clean exposed radiator and convection oven.
  - Dust venetian blinds
  - Vacuum Drapes.

## 12. Washrooms – Public and Private

- General
  - Washrooms shall be patrol cleaned and empty dispensers replenished.
  - Blocked toilets, sinks, urinals and drains to be cleared immediately by use of a plunger. If plumbing work is necessary, notify Site Authority.
  - Remove gum and other foreign residue.
  - Sweep and wash floors with germicidal detergent.
  - Dust tops of partitions.
  - Wash toilet seats (both sides) bowls, urinals, washbasins (including undersides) using germicidal detergent.
  - Clean and disinfect all water taps, dispensers, door plates, flush valves and the exterior of wastepaper and refuse receptacles.
  - Clean flush tanks, shelves, high ledges, mirrors, window sills and
  - Spot clean walls, partitions and doors to remove finger marks, graffiti and other marks.
  - Empty sani-cans, wash, disinfect and replace bags
  - Empty waste receptacles and insert new plastic bags.
  - Replenish soap containers, toilet paper, linen and paper towel dispensers.
- Weekly
  - Wash both sides of partition doors and the ceramic walls enclosed by the partitions using a germicidal detergent.
  - De-scale toilet bowls and urinals.
  - Place one 4 oz. deodorant block in each urinal.
  - Pour a bowl of clean water into floor drains.
  - Spray-buff floors.
- Semi-Annually
  - a. Strip and refinish floors in the month of May.
  - b. Strip and refinish concrete floors in the month of May.

## 13. Locker Rooms

- General
  - Empty waste receptacles.
  - Dust exposed surfaces of lockers including tops. Remove finger marks and stains from locker fronts and sides.
  - Wash window stools and metal base of windows.
  - Sweep floors
  - Remove gum and other foreign residue.
  - Damp mop floors using a germicidal detergent.
- Terrazzo-Quarry Tile-Vitreous
  - Wash with germicidal detergent weekly.
  - Scrub and rinse with a germicidal solution monthly (3<sup>rd</sup> Thursday of Month)

## 14. Showers

- General
  - Remove all pieces of soap and other foreign matter.
  - Wipe down walls using a cleaner disinfectant and rinse with clear water.
  - Report any stoppages or leaks.

- Weekly
  - Wash down walls, shower curtains and/or shower doors using a soapless detergent containing sequestering agents to remove soap scum and rinse with clear water.
  - Scrub floor using a soapless detergent containing sequestering agents to remove soap scum and rinse with clear water.
  - Polish handles, shower heads and other fixtures.
  
- 15. Cafeterias and Canteens**
  - Preliminary Instructions
    - This refers to the dining area in front of the counter and does not include furniture, ashtrays or vending machines.
  - General
    - Clean up spillage
    - Remove gum and other foreign residue from floor.
    - Vacuum and spot clean carpeting on a full floor basis.
    - Sweep and damp mop on a full floor basis.
  - Quarterly
    - Spray buff and re-sweep on a full floor basis.
  
- 16. Lunchrooms and Rest Areas**
  - General
    - Wash all furniture, tables, chairs, sinks, etc.
    - Sweep and wash floors.
    - Vacuum and spot clean carpeting
    - Replenish all soap, paper and/or linen towel dispensers.
    - Empty, wash and disinfect garbage cans and paper receptacles, replace plastic bags.
    - Spot clean all walls, doors, partitions and exterior of cupboards.
  - Weekly
    - Sweep and spray buff floors.
  - Monthly (3<sup>rd</sup> Saturday and Sunday of Month)
    - Scrub and refinish floors
  - Annually - As per schedule discussed with and approved by Site Authority)
    - Strip and refinish floors
    - Wash all walls.
  
- 17. Furniture – Fixtures and Counters**
  - Preliminary Instructions
    - Papers and files left on furniture shall not be disturbed by the cleaning staff.
    - Clean horizontal surfaces.
    - Clean telephones and intercom instruments.
    - Dust and remove finger marks and stains from vertical and horizontal surfaces of office furniture.
    - Spot clean finger marks and stains from glass topped furniture.
    - Spot clean outside surfaces of lockers, storage and filing cabinets.
    - Dust empty stacks and shelves.
    - Dust pictures and wall hangings (Excluding painting and art objects).
    - Damp wipe and polish counters.
    - Spot clean counter facings.
  - Weekly
    - Dust and remove stains from vertical surfaces.
    - Clean and polish cleared office furniture
    - Dust lockers and storage cabinets.
    - Dust artificial plants, remove debris from containers and damp wipe exterior of containers.
    - Clean counter facings, metal wickets, and glass and wood partitions.
    - Clean bases of free standing screens.
  - Monthly (1<sup>st</sup> Saturday and Sunday of Month)
    - Vacuum upholstered furniture, including removal and vacuuming of all sides of cushions and cushion bed.
    - Remove and clean on sides, all glass or plastic plates covering furniture and dust tops of furniture before replacing plates.
  
- 18. Chalkboards & Whiteboards**
  - General
    - CAUTION: DO NOT CLEAN boards containing written information.



- Do not use oiled or dust treated cloths in cleaning boards.
  - Dry clean boards.
  - Clean chalk troughs.
  - Vacuum clean erasers.
  - Weekly
    - Clean White Board using an approved White Board cleaner (EVI or equivalent).
- 19. Waste Receptacles**
- General
    - Replace when dirty or torn, plastic bags of correct size in wastepaper baskets, garbage cans and waste receptacles.
    - Empty wastepaper baskets, garbage cans and waste receptacles.
  - Weekly (Tuesday)
    - Wash and disinfect garbage cans and waste receptacles, including metal liner.
    - Damp wipe exterior of wastepaper baskets.
  - Semi-Annually
    - Wash and disinfect wastepaper baskets in months of: April and October.
- 20. Interior Glass**
- General
    - Spot clean all glass doors, glass in fire doors, glass partitions, interior window glass and/or glass panels in partitions.
  - Weekly (Thursday)
    - Wash both sides of glass doors and glass in fire doors.
  - Semi-Annually – (As per schedule discussed with and approved by Site Authority)
    - Wash both sides of glass partitions and/or glass panels in partitions.
- 21. Exterior Glass**
- As requested by Site Authority
    - Wash exterior glass partitions and/or glass panels in partitions.
- 22. Walls, Partitions, Baseboards, and Ceilings**
- General
    - Remove finger marks, smudges and stains from painted walls and partitions.
    - Dust baseboards, ledges and moldings.
    - Spot clean vinyl covered walls, doors and partitions.
    - Spot clean and spot dust ceilings as required.
  - Weekly (Thursday)
    - Spot clean fabric and carpeted walls, columns, screens and partitions.
    - Dust marble walls, columns and frames.
  - Quarterly – (As per scheduled discussed with and approved by Site Authority)
    - Wash marble walls, columns and frames.
    - Dust wood paneled walls.
  - Semi-Annually
    - Vacuum fabric and carpeted walls, columns and partitions in the months of: September and March.
    - Dust painted walls and columns in the month of: September and March.
- 23. Doors, Door Frames, etc.**
- General
    - Remove finger marks, smudges and stains from doors and door frames.
    - Dust door grilles.
    - Clean non-metallic kick and hand plates using a detergent solution.
    - Clean metal push bars, kick and hand plates using the appropriate cleaner.
    - Dust doors and door frames.
  - Semi-Annually
    - Wash door grilles in the months of: August and January.
- 24. Contractor's Space**  
Maintain as per corresponding areas in building.
- 25. Janitor Rooms**
- General
    - To be kept free of debris.



- Mops to be washed clean before storing. All other equipment to be kept clean and material neatly stored.
- Sweep and wash floor.
- Wash and disinfect sinks.
- Quarterly – (As per schedule discussed with and approved by Site Authority)
  - Wash walls, shelves, etc.
- Annually
  - Strip and refinish floors.

#### 26. Garbage Room/Area

- General
  - Cupboard containers designated for disposal must be flattened before placing into bulk lift units or tied into bundles 1200 mm in length by 600 mm in diameter and not exceeding 20kg in weight.
  - Garbage stored in plastic bags or garbage cans must be placed at pick-up point prior to scheduled garbage collection.
  - The Contractor must not store equipment in the garbage room/area.
  - Empty all garbage and wastepaper designated for disposal into garbage bags supplied by the Site Authority and load into the garbage bin.
  - Sweep floor after removal of garbage and pick up any debris/litter dropped.

#### 27. Wastepaper

- General
  - All wastepaper and cardboard cartons, unless marked otherwise, remain the property of the Crown and will not be disposed of as recyclable waste by the Contractor.
  - Where separate containers are provided throughout the building for recyclable wastepaper, etc. the Contractor will:
    - i. Remove the full jute bags from the container.
    - ii. Insert an empty jute bag (provided by the Department) into the container.
    - iii. Transport the full bags to a separate storage area designated by the Site Authority.
    - iv. Cardboard cartons containing paper and marked WASTEPAPER are also to be transported to the same designated area

#### 28. Building Operations

- Report any and all maintenance repairs required to the building, heating system, plumbing, electrical or water system to the Site Authority
- Requests for emergency repairs to be made by telephone (number to be provided) to the Site Authority.

## ANNEX B

### DEFINITION OF TERMS AND QUALITY STANDARDS

#### A. DEFINITION OF TERMS

The definition of terms and quality standards described in this document for janitorial services core tasks and optional tasks must be strictly adhered to. All inspections made by the client will be rated according to these quality standards.

**Routine Cleaning** means cleaning operations which are specified to be performed monthly or more frequently such as weekly or daily.

**Scheduled Operations** means cleaning operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually.

**Project Cleaning** means cleaning operations which are specified to be performed only when ordered by the client.

**Flight of Stairs** includes steps and risers situated between two floor levels including landing(s).

**Materials** include, but are not limited to, toilet tissue, paper hand towels, hand soap, deodorant blocks, hand sanitizer, plastic bags and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the building(s).

**Trash** includes the contents of ashtrays, waste receptacles, sand urns and sani-cans. Also paper clips, paper, mop strings, pins, staples and discarded items on the floor or furniture.

**High Traffic Areas** includes entrance lobbies, elevator lobbies, corridors and traffic aisles in open office space.

#### B. QUALITY STANDARDS

The Supplier must meet the following standards:

##### 1. *Cleaning: General*

- a. All surfaces and objects specified in the contract must be free of dust, stains, spills, debris and soil immediately after cleaning operation.
- b. Machinery and equipment must not block a passageway, or present a trip hazard.
- c. Caution signs must be placed adjacent to the affected area on all approaches.
- d. Furnishings moved by cleaners must be relocated to their original location.

##### 2. *Spot Cleaning*

- a. All affected areas must be clear of stains, streaks and soil.
- b. All over-spray from spray applicators must be wiped clean from all surfaces.

##### 3. *Sweeping*

- a. All floor areas including open areas and flooring around furniture legs and into corners be free of dirt and litter.

##### 4. *Cleaning with a Hose*

- a. All areas must be clean of dirt, mud and debris with no water ponding as a result of the cleaning with a hose.
- b. Equipment is removed and stored immediately after use.

##### 5. *Dust Mopping*

- a. All floor areas including open areas and flooring around furniture legs and into corners must be free of debris and dust film.

##### 6. *Damp Mopping*

- a. Floor areas including open areas and flooring around furniture legs and into corners must be clean and free of surface stains, soil, mop streaks, loose mop strands and water spotting.
- b. The supplier must sweep or dry mop the area immediately before damp mopping.
- c. The supplier must start damp mopping with clean water and mop.

- d. Walls, baseboards and other surfaces must be free of splash marks.
7. **Wash Floors**
    - a. All standards outlined in "Damp Mopping" apply.
    - b. In addition, surfaces must be rinsed free of cleaning solution after floors are washed.
    - c. All areas must be free of dirt, stains, splashing, cleaning chemical and water accumulations as well as scuff marks.
  8. **Machine Scrubbing**
    - a. All areas must be free of dirt, stains, scuff marks, splashing, cleaning chemical and water accumulations.
    - b. Corners and other areas not accessible to a mechanical floor scrubber must be scrubbed manually.
  9. **Spray Buffing**
    - a. Following spray buffing, all areas must present an overall appearance of cleanliness, have a bright shine through out and be free of debris and dust.
    - b. Spills, scuffs and stains must be removed prior to spray buffing.
  10. **Scrub and Refinish**
    - a. Supplier must apply all performance standards as with "Machine Scrubbing".
    - b. In addition, supplier must apply one coat of finish compatible with existing finish.
    - c. As a result of the "Scrub and Refinish", all areas must present an overall appearance of cleanliness free of scuffs and stains, have a bright shine and be free of debris and dust once the "Scrub and Refinish" is complete.
  11. **Strip and Refinish**
    - a. Supplier must apply all performance standards as with "Scrub and Refinish".
    - b. All old finish must be removed and all residual strippers chemical cleaned away.
    - c. New finish must be applied to all portions of the floors.
    - d. Refinish must include 2 coats of finishing material (wax, etc.).
    - e. All areas must be clean and clear of all stains, blemishes and dirt, and have a consistent shine free of scrapes and marks once the "Strip and Refinish" is complete.
  12. **Vacuuming**
    - a. All carpet surfaces must have an overall appearance of cleanliness and must be free of visible dust, dirt and grit.
    - b. A power head must be used. Vacuums must be 2-motor design (1 for suction, 1 for power head).
  13. **Stain Removal**
    - a. All carpets and walk-away mats must have no visible stains or discoloration after stain removal operation.
    - b. Where stain removal involves wetting of a hard surface floor, caution signs must be in place around affected work area.
  14. **Hot Water Extraction**
    - a. All carpets and walk-away mats must be clean and free of accumulated dust and dirt and stain as a result of Hot Water Extraction.
    - b. Areas must be cleaned to walls and corners.
  15. **Damp Wiping**
    - a. Surfaces must be free of dust, stains, streaks and water spotting following damp wiping.
    - b. Wiping cloths must be rinsed frequently and free of stains and odors.
    - c. Feather dusters are not acceptable.
  16. **Glass and Mirror Cleaning**
    - a. All glass must be clean on both sides and free of streaks and finger marks.
    - b. Adjacent areas including frames, casing and ledges must be free of water spotting, splash marks and streaks.
  17. **High dusting**
    - a. All surfaces must be free of dust.
    - b. High dusting must be effected using either damp rag wiping or vacuuming. The method will be specified by the client.
    - c. Dust must be contained and prevented from floating freely in the air during operation.

**18. *Clean and Disinfect***

- a. Client-approved, commercial disinfectant cleaner must be used.
- b. Manufacturer's instructions must be followed for best results.
- c. All surfaces cleaned and disinfected must be rinsed clean of residual disinfectant.

ANNEX C

ENVIRONMENTAL CONSIDERATIONS FOR JANITORIAL SERVICES CONTRACTS

Environmental considerations for janitorial services requirements relate to three distinct areas: supplier environmental attributes, supplier operations when delivering services, and goods and equipment used in service delivery. Each of these is described below.

- A. **Supplier environmental attributes** - supplier's commitment to implementing environmental practices. This could include the implementation of standardized environmental policies and practices within the supplier's organization or certifications covering the supplier's general operations. In general, they are actions that exceed regulatory requirements for operation. Examples include:

ISO 14000 certification;

Environmental management policies and practices that are geared to continual improvement;

Regular completion of waste audits;

Sound waste disposal programs;

Inclusion of environmental considerations in the corporate travel policy, including minimization of travel and selection of environmentally preferable modes of transportation;

Action programs in place to address major environmental impacts associated with service delivery;

Action plans and performance measurement programs for environmental improvement initiatives associated with the suppliers' general operations.

- B. Considerations related to **supplier operations when delivering a service**, including the contractual performance requirements. Examples include:

Eco-labels that indicate a certification of the supplier processes as being environmentally preferable;

Policies minimizing travel during service delivery; and

Administrative practices that result in reduced paper use.

- C. **Considerations relating to goods used in service delivery** address the environmental features of the goods and equipment employed by the supplier to provide the service. Examples of environmental considerations related to goods associated with service delivery include:

Eco-labels that indicate a certification of the goods and/or equipment as being environmentally preferable;

Environmental features of consumables used in the delivery of services i.e. minimum recycled content, recyclable and/or free of hazardous chemicals; and

Environmental features of equipment used during service delivery i.e. energy efficiency rating, low air emissions.

**Billing and communication practices**

Invoices, proposals, and correspondence should be sent and processed electronically where client department purchasing practices permit.

Electronic transmission of documents from supplier to client.

### Packaging

Where applicable, packaging specifications for consumables should minimize environmental impacts through:

- Minimization of packaging;
- Recycled content in packaging;
- Re-use of packaging;
- Provision of take-back program for packaging;
- Separability and recyclability of packaging; and
- Reduction/elimination of toxics in packaging.

### Supplier environmental attributes

- A supplier sustainability or environmental practices policy is in place that addresses key environmental impacts associated with cleaning services including:
- Water efficiency measures;
- Energy efficiency measures, such as use of ENERGYSTAR equipment;
- Selection of cleaning products with reduced hazardous chemicals; and
- Implementation of processes that minimize chemical consumption and waste.

### Supplier operations when delivering service

Cleaning frequency of low-traffic areas is minimized based on client needs.

Appropriate and measured use of chemicals according to situation when applicable (e.g. documenting the various chemical-based cleaning tools used).

### Specifications relating to goods used in service delivery

- Cleaning products should have a Global Eco-labeling Network (GEN) approved eco-label that confirms both the environmental features and the performance of the product. General features of environmentally preferable cleaning products used in Janitorial Services delivery include:
- Use of concentrated forms, to reduce volume and weight transported and to reduce packaging;
- Biodegradability;
- Packaging in non-aerosol containers;
- Packaging of cleaning products are recyclable and reusable;
- Exclusion of toxic ingredients and petrochemical compounds;
- Produce minimal or no irritation to skin, eyes, respiratory system; and
- Exclusion of unnecessary dyes, fragrances and corrosive/highly flammable compounds.
- Cleaning equipment should be composed of recyclable parts.
- Cleaning equipment should be energy efficient.
- Equipment should be designed for easy disassembly.

## ANNEX D

### SUPPLEMENTARY HEALTH AND SAFETY CONDITIONS

1. The Environment Canada Departmental Representative is responsible for all matters concerning the health and safety conditions under this Contract.
2. The Contractor will comply with the Canada Labour Code, and the Canada Occupational Safety and Health Regulations, provincial/territorial legislative requirements and industry standards.
3. The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.
4. The Contractor and any sub-contractors will follow all applicable health and safety, fire safety, policies and procedures and emergency and security measures of the Government of Canada and Environment Canada.

The Contractor will ensure that the work place activities of the Contractor, the Contractor's employees, the sub-contractor and the sub-contractor's employees do not endanger the health and safety of any person.

5. For work in the Provinces of Alberta and British Columbia:

The Contractor agrees:

- 1) to act as the employer where there is only one employer on the work site, in accordance with the authority having jurisdiction;
- or,
- 2) to accept the role of "prime" Contractor if there are 2 or more employers involved in work at the work site at the same time in accordance with the authority having jurisdiction.

#### 6. WCB Legislation and Liability Insurance

Contractor must have valid, in good standing Workers Compensation Board coverage or General Liability Coverage.

Contractors that are Company owners, and/or self-employed individuals may not be covered by WCB shall provide proof of accident and general liability coverage for Company owners, self-employed individuals, sub-contractors or any personnel carrying out the work, to the Contracting Authority.

#### 7. Sub-Contractors

The Contractor shall not enter into sub-contracts without the prior permission of Environment Canada.

#### 8. Qualifications

Every employee of the Contractor and sub-contractors must be adequately trained, certified and licensed to conduct their work in accordance with prescribed federal, provincial, municipal or industrial standards.

#### 9. Meetings

The Contractor will attend/conduct safety and co-ordination meetings for the purpose of informing all concerned of health and safety hazards at the work site.

#### 10. Protective Devices & Equipment

The Contractor will provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for employees or contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in





proper working condition; and are used in the authorized manner when required. Contractor must have hard hat, safety boots, personal flotation devices and first aid kit.

The Contractor will ensure that sub-contractors provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in proper working condition; and are used in the authorized manner when required.

#### 11. Field Operations

The Contractor shall be advised by the Departmental Representative of any particular risks and hazards which may be known or foreseen in the carrying out of work.

#### 12. Task Hazard Analysis

The Contractor acknowledges to have received and read the Task Hazard Analysis attached to this contract:

- a) Travel in Fixed & Rotary-Wing Aircraft
- b) Helicopter Safety
- c) Chainsaw Operations
- d) Digging with Hand Tools
- e) Lifting Objects by Hand
- f) Loading/Unloading Vehicles
- g) Using Non-Powered Hand Tools
- h) Using Powered Hand Tools

#### 13. Work Location/Schedule/Communication

The Contractor shall inform the Departmental Representative if the work is in an isolated geographical location of the scheduled work dates and duration, the number of personnel and the normal and emergency methods of communication.

#### 14. Work Stoppage

The Environment Canada Departmental Authority or Contracting Authority has the right to stop work, if in the opinion of Environment Canada, the work is not being or cannot be performed safely by the Contractor or sub-contractor, or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

The Contractor shall stop the work immediately if notified by the Environment Canada Departmental Authority or Contracting Authority.

The Contractor will give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

#### 15. Improper Conduct

The Contractor, shall, upon the request of Environment Canada remove any person employed by the Contractor for purposes of the contract who, in the opinion of the Environment Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the work site.

#### 16. Contractor's Expense

The Contractor, shall, at the Contractor's expense, do whatever is necessary to ensure:

- a) that no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
- b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work;
- c) fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;

- d) the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
- e) adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work; and adequate sanitation measures are taken in respect of the work and its site.

**17. Periodic Inspections, Corrective Action**

The Contractor shall accompany Environment Canada representative(s) during periodic site safety inspections and shall respond, in writing, to any corrective actions deemed necessary or appropriate by the Environment Canada representative to ensure compliance with applicable occupational health and safety laws and industrial standards. These actions include any corrective actions deemed necessary or appropriate by the Environment Canada representative to correct any unsafe act, practice, equipment, procedure or device within a predetermined time and frame as established by Environment Canada representative.

**18. When Work Recommences**

The Contractor or sub-contractor shall not recommence any work until such time as the unsafe act, equipment, procedures or device has been corrected to the satisfaction of the Environment Canada representative.

**19. Stringent Provisions**

In the event that differences or conflicts arise between legislation, regulations or safety standard that apply to the Contractor or work being done, the more stringent provisions will be applied and enforced.

**20. Hazard Intervention Process**

A hazard intervention process shall be followed by the Contractor if any person becomes aware of a condition or situation that could pose a hazard to employees as defined in Part II of the Canada Labour Code, to contractors, sub-contractors and all other persons who enter the work place or who are in proximity of the work activity.

**21. Termination of Contract**

Environment Canada shall terminate the contract if in the opinion of the Environment Canada representative, the work is not being or cannot be performed safely by the Contractor or sub-contractor, or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

**22. No Civil Damages**

If Environment Canada stops work or terminates the contract because the work cannot be performed safely or in a manner that meets the requirements of the applicable health and safety legislation, the Minister will not pay damages to the Contractor, sub-contractors or employees and suppliers of the Contractor or sub-contractor.

**ANNEX E**

**SECURITY REQUIREMENTS CHECKLIST (SRCL)**

For the SRCL form, please click on this link

<http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/cs-sc-eng.html#SRCL>

APPENDIX 6

**BASIS OF PAYMENT AND INVOICING INSTRUCTIONS**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid all labour, equipment, materials and supplies, travel and other direct charges, etc. for each of the periods specified in Canadian Dollars.

**6.1 Basis of Payment**

For the work described in Section \_\_\_\_\_ of the Statement of Work in Appendix 5,

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ per month, HST/GST extra, if applicable

Service Requirement	Basis and Method of Payment (as appropriate)
Routine/scheduled cleaning services	Firm monthly rate per m2
As and when requested » services	Firm hourly rate (Different rates may be set for regular hours, outside regular hours, and Sunday/Statutory holiday hours
AND/OR	OR
Travaux du projet	Firm price per task
AND/OR	OR
Emergency cleaning	Firm price per m2 Basis of payment can be requested as an hourly rate when custom software is used for evaluation
Materials	Cost + Mark up

Canada will not pay the Contractor for any scope changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.2 Option to Extend the Contract**

Environment Canada reserves the right to avail of renewal option year periods. If this option to extend is exercised, the Contractor will be paid the firm price of \$ \_\_\_\_\_ per month specified below to perform the Work during the contract extension:

Extended Contract Period from April 1, 2017 to March 31, 2018	Firm Price of \$ _____
Extended Contract Period from April 1, 2018 to March 31, 2019	Firm Price of \$ _____
Extended Contract Period from April 1, 2019 to March 31, 2020	Firm Price of \$ _____

**6.3 Method of Payment**

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the contract if:
  - a) an accurate and complete invoice and any other documents required by the contract have been submitted in accordance with the invoice instructions provided in the contract ;
  - b) all such documents have been verified by Canada ;
  - c) the Work performed has been accepted by Canada.
2. The Contractor shall be paid following the submission of invoice(s) and upon acceptance by the Departmental Representative for the services rendered/deliverable received and in accordance with the terms described herein.

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

#### 6.4 Use of Determination of Cost clause for Contract Amendments for Option Years

It is recognized that from time to time, a client may require changes adding or reducing the amount of space to be cleaned. This raises the risk of confusion or complaints. To mitigate these risks, a contract amendment will be developed that will outline how changes in requirements will be managed over the course of the contract. A Determination of Cost clause will be developed to indicate how calculations will be made on potential amendments for additions/reductions of services (m<sup>2</sup> or frequency).

The clause will provide that 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. A cap on the amount of an increase or decrease will be inserted into the clause.

Alternatively, in developing the clause, consideration will be given to a different approach where suppliers are asked to propose a specific square footage/hourly rate and requested to provide proposals on the costs of increased square footage up to a certain percentage. In this scenario, the proposal evaluation will have to address both costs.

#### 6.5 Canada's Total Responsibility

1. Canada's total liability to the Contractor under the Contract for travel and living expenses must not exceed \$ \_\_\_\_\_ [insert the amount of the limitation of expenditure appearing in BOP 6.1] Goods and Services Tax or (Harmonized Sales Tax is extra, if applicable).
2. No increase in the total liability of Canada or in the price of the Work resulting from any scope changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these scope 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 for travel and living expenses being exceeded before obtaining the written approval of the Contracting Authority.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.6 Other Payment Considerations

##### 6.6.1 A9117C (2007-11-30), T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number of Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone.)

##### 6.6.2 C0705C (2010-01-11), Discretionary Audit

1. The following are subject to government audit before or after payment is made :
  - a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged
  - b) The accuracy of the Contractor's time recording system.

- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a « most favoured customer » certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### 6.6.3 C0711C (2008-05-12), Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request

#### 6.7 Invoicing Instructions

1. Invoices are to be submitted to the contracting authority in duplicate quoting all the applicable contract numbers.
2. Unless otherwise specified in this order, payment will only be made in Canadian funds 30 days following presentation of invoices or progress claim forms or within 30 days of delivery of the services, construction or repairs, whichever is later.
3. Her Majesty shall be liable to pay without demand from the contractor simple interest at the average daily Bank of Canada rate for the month preceding the current month, plus 3 percent on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusive. Interest shall only be paid when Her Majesty is responsible for the delay in paying the Contractor. In the even her Majesty is not responsible for the delay in paying the Contractor, no interest shall be paid.
4. 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 the 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 the Canada Revenue Agency. All invoices submitted containing the GST or HST will list the GST or HST as a separate item or contain a statement that the GST or HST is included in the invoice price.