



**A1. HEALTH CANADA BID RECEIVING UNIT  
FEDERAL RECORDS CENTRE BUILDING**

161 Goldenrod Driveway, Tunney's Pasture  
Loading dock of Building #18,  
Ottawa, ON K1A 0K9 CANADA  
Business hours: 7h30 to 16h30

Attention: Brian Spero  
Telephone: (613) 608-7081  
Solicitation #: RFP# 1000179433

**Request for Proposals (RFP)**

for

The Performance of the Work described in  
Appendix 1, Annex A – Statement of Work

**A2. RFP AUTHORITY**

The Authority for this RFP is:

Brian Spero, Procurement and Contracting  
Materiel and Asset Management Directorate  
Chief Financial Officer Branch  
Ottawa, Ontario K1A 0K9

Telephone: (613) 608-7081

E-mail: brian.spero@hc-sc.gc.ca

**THIS CONTRACT CONTAINS A  
SECURITY REQUIREMENT**

<b>A3. TITLE</b> Janitorial Services – Radiation Protection Building (RPB)	
<b>A4. BID CLOSING DATE</b> June 24, 2016	
<b>A5. SOLICITATION NUMBER</b> 1000179433	<b>A6. ISSUE DATE</b> May 14, 2016
<b>A7. ENQUIRIES</b> All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.	
<b>A8. APPLICABLE LAWS</b> In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.	
<b>A9. BID SOLICITATION DOCUMENTS</b> The RFP is divided into six (6) parts as follows: <ol style="list-style-type: none"> <li>1. Section I – Bid Submission Requirements</li> <li>2. Section II – Bid Evaluation Procedures and Evaluation Criteria</li> <li>3. Section III – Financial Bid</li> <li>4. Section IV – General Instructions</li> <li>5. Section V – Certifications</li> <li>6. Appendix 1 – Resulting Contract Clauses <ul style="list-style-type: none"> <li>Annex A – Statement of Work, the Specification and Floor Plans (3)</li> <li>Annex B – Basis of Payment</li> <li>Annex C – Security Requirements</li> <li>Annex D – Ontario Labour Legislation - SACC Clause A0075T, A0075C and Information on Incumbent Employees</li> </ul> </li> </ol>	
<b>A10. BID DELIVERY</b> Bids must be received by no later than 14:00 (2 P.M) on June 24, 2016 (Eastern Standard time) at the bid receiving address indicated in A1. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive, and will be returned to the Bidder unopened.	
<b>A11. BID VALIDITY</b> Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.	
<b>A12. BID CONTENT</b> Bids must be structured in the following manner: <ul style="list-style-type: none"> <li>• One (1) copy of a Covering Letter, signed by an authorized representative of the Bidder;</li> <li>• Four (4) copies of the Technical Bid;</li> <li>• Four (4) copies of the Certifications – Section V and,</li> <li>• Two (2) copies of the Financial Bid – Section III contained in separate attachment.</li> </ul> <p>Please refer to Section 1 – Bid Submission Requirement, point 1.2 for further instructions.</p>	
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## SECTION I – BID SUBMISSION REQUIREMENTS

### 1.1 REQUIRED INFORMATION

This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical evaluation criteria;
- c. obtain the required minimum points for each point-rated criterion with a pass mark;
- d. obtain the required minimum overall score for the technical evaluation criteria which are subject to a point rating.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

### 1.2 SUBMISSION OF THE BID

You are invited to submit your bid in either official language (English or French) of both the Technical and Cost Proposals.

Bids sent by fax will not be accepted. All bids must be date and time stamped at the Bid Receiving Unit. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked on their envelopes or parcels. The RFP Reference Number and the name of the RFP Authority must be marked on all documents, binders and respective envelopes.

No price or cost information should appear in any other section of the bid. Failure to provide the Financial Bid in a separate envelope will render a bid non-responsive.

- 1.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract (see Appendix 1).
- 1.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A7 (Enquiries).
- 1.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices

used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

### **1.3 GREENING GOVERNMENT OPERATIONS**

The Government of Canada has directed federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Health Canada and the Public Health Agency of Canada procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce any possible negative impact on the environment.

#### **1.3.1 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 for hardcopy submissions;
- b. use a numbering system that corresponds to the RFP.

In order to promote environmental considerations, bidders are further encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

### **1.4 SET-ASIDE FOR COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES**

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

### **1.5 SET-ASIDE UNDER THE FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)**

This RFP is not being set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB)

### **1.6 DIRECT DEPOSIT PAYMENTS**

Health Canada has adopted electronic direct deposit as the method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: DD@hc-sc.gc.ca.

**1.7 SECURITY REQUIREMENTS**

The Bidder must meet the security requirements identified in the Resulting Contract Clauses and Security Requirements Checklist which are included in Appendix 1, Annex C, of this RFP. This security requirement must be met at the Closing Date of this RFP.

## SECTION II – BID EVALUATION PROCEDURES AND EVALUATION CRITERIA

### 2.1 BID EVALUATION PROCEDURES

- 2.1.1** The Technical Bid will first be evaluated against the mandatory technical criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.
- 2.1.2** Only technical bids that meet the mandatory technical criteria and the minimum score required in the point-rated technical criteria will be further evaluated on the basis of the Bidder's Financial Bid.
- 2.1.3** If a technical bid is found to be non-responsive, its accompanying Financial Bid will be returned unopened to the Bidder with a note indicating that the Bid was, consequently, non-responsive.
- 2.1.4 Supplier Selection Method**

#### Highest combined rating of technical merit and price

For each responsive bid, the technical merit score and the pricing score will be added to determine its total combined score. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. If two (2) or more responsive bids have the same combined total score, the responsive bid with the lowest evaluated price will be recommended for contract award.

To determine the overall score obtained by a bidder, the following weighting will be used to establish the technical and financial score:

Technical weighting: 60%  
Price weighting: 40%

Technical score =  $\frac{\text{Bidder's technical points} \times 60\%}{\text{Maximum points}}$

Financial score =  $\frac{\text{Lowest priced bid} \times 40\%}{\text{Bidder's total evaluated price}}$

Total score = Technical score + Financial score

**NOTE:** Bids for which the total evaluated bid price is 150% greater than the lowest price of all bids received will automatically receive a score of “0 points” for the financial score.

The following is an example that illustrates how this calculation would be made. The dollar figures shown are for the purposes of this example only; they do not suggest a desired price.

	<b>Bid 1</b>	<b>Bid 2</b>	<b>Bid 3</b>	<b>Bid 4</b>
Total evaluated price of each responsive bid	\$100,000.00	\$120,000.00	\$140,000.00	\$220,000.00

In the example above, bid 4 would receive “0 points” for its financial score as it exceeds the lowest priced bid by more than 150% ( $\$100,000 * 150\% = \$ 150,000$  ).

The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total, all-inclusive bid price does not exceed the maximum funding available for this requirement. Bids exceeding this amount will be deemed non-responsive and will not be given any further consideration. This disclosure does not commit Canada to pay the maximum funding available.

## **2.2 EVALUATION CRITERIA**

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

To facilitate the evaluation of the bid, Canada also 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 paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### **2.2.1 Mandatory Criteria**

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Yes” or a “No.”

<b>Mandatory Technical Criteria</b>	<b>Met (Yes/No)</b>	<b>Cross- Reference to bid (indicate page #)</b>
<p><b>M1</b></p> <p>The Bidder, or their authorized representative(s) must attend a site visit scheduled on May 26<sup>th</sup>, 2016 at 09:00 A.M. (Eastern Standard Time), at the Radiation Protection Building, 775 Brookfield Road, Ottawa. At least (2) working days prior to the scheduled site visit, bidders are asked to notify in writing the Health Canada, Senior Procurement Officer (by email to: <a href="mailto:brian.spero@hc-sc.gc.ca">brian.spero@hc-sc.gc.ca</a> to confirm their attendance and to provide the name of their representative(s).</p>		
<p><b>M2</b></p> <p>The Bidder must demonstrate that their firm has five years of experience in *commercial/institutional janitorial cleaning in high cleanliness areas that is similar in scope and size (minimum 15,000 square metres) to the work described in the Statement of Work of this RFP.</p> <p>*Commercial/institutional janitorial cleaning in high cleanliness areas refers to special purpose buildings such as universities, research centres, laboratories, hospitals or pharmaceutical industry buildings that require specialized attention due to hazardous substances present, risk of contamination and daily cleaning around highly sensitive equipment.</p> <p>The bidder must provide the following:</p> <ol style="list-style-type: none"> <li>Name of client organization or company (to whom the services were provided);</li> <li>Project Authority name, title, telephone number, fax number and e-mail address if available;</li> <li>Description of project type and scope of services provided;</li> <li>Location of the project(s).</li> <li>Value of the project(s).</li> <li>Dates and duration of the project(s) (start and end dates of the work).</li> <li>Approximate size in square meters of the cleanable area.</li> </ol> <p>*Health Canada may contact the clients to verify the accuracy of the information submitted.</p>		
<p><b>M3</b></p> <p>The Bidder must provide references for two (2) previous contracts rendered for a minimum of two (2) consecutive years completed within the last five (5) years (from the closing date of this RFP) in commercial/institutional janitorial cleaning in high cleanliness areas that is similar in scope and size (minimum 15,000 square metres) to the work described in the Statement of Work of this RFP.</p> <p>*Commercial/institutional janitorial cleaning in high cleanliness areas refers to special purpose buildings such as universities, research centres, laboratories, hospitals or pharmaceutical industry buildings that require</p>		



<p>specialized attention due to hazardous substances present, risk of contamination and daily cleaning around highly sensitive equipment.</p> <p>The bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization or company (to whom the services were provided);</li> <li>b) Project Authority name, title, telephone number, fax number and e-mail address if available;</li> <li>c) Description of project type and scope of services provided;</li> <li>d) Location of the project(s).</li> <li>e) Value of the project(s).</li> <li>f) Dates and duration of the project(s) (start and end dates of the work).</li> <li>g) Approximate size in square meters of the cleanable area.</li> </ul> <p>*Health Canada may contact the clients to verify the accuracy of the information submitted.</p>		
<p><b>M4</b></p> <p>The Bidder must demonstrate that the site supervisor their back-up, the cleaner (s) and their back-up each have a minimum of two (2) years of consecutive experience (within the past 5 years) providing a janitorial service that is similar in scope to the work described in the Statement of Work of this RFP.</p> <p>The Bidder must provide a résumé for each proposed individual and their back-up and include the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization or company (to whom the services were provided);</li> <li>b) Project Authority name, title, telephone number, fax number and e-mail address if available;</li> <li>c) Description of project type and scope of services provided;</li> <li>d) Location of the project.</li> <li>e) Value of the project.</li> <li>f) Dates and duration of the project (start and end dates of the work).</li> <li>g) Approximate size in square meters of the cleanable area.</li> </ul> <p>*Health Canada may contact the clients to verify the accuracy of the information submitted.</p>		

**2.2.2 Point-rated Technical Criteria**

In addition to meeting the Mandatory Criteria, the Bidder must also address the Point-Rated Criteria identified below.

**Minimum overall score**

The overall minimum cumulative score is 70 points for the sum of technical criteria R1, R2 and R3). Bids that fail to meet the minimum score of 70 points will be declared non-responsive and no further consideration will be given to the bid.

**Minimum pass mark per criterion**

Bids that do not meet the minimum pass mark for each of the point-rated criteria will be declared non-responsive.

<b>Point-Rated Technical Criteria</b>	<b>Points allocated</b>	<b>Minimum points required</b>	<b>Actual Score</b>	<b>Cross-Reference to bid (indicate page #)</b>
<p><b>R1</b></p> <p>The Bidder should demonstrate their firm has experience in commercial/institutional janitorial cleaning in high cleanliness areas * that is similar in scope and size (minimum 15,000 square metres) to the work described in the Statement of Work of this RFP. *See M2 for definition of high cleanliness areas.</p> <p><b>More than 5 to less than 6 years = 30 points</b>  <b>6 to less than 7 years = 35 points</b>  <b>7 to less than 8 years = 40 points</b>  <b>More than 8 years = 50 points</b></p> <p>The Bidder must provide the following:</p> <ol style="list-style-type: none"> <li>a) Name of client organization or company (to whom the services were provided);</li> <li>b) Project Authority name, title, telephone number, fax number and e-mail address if available;</li> <li>c) Brief description of project type and scope of services provided;</li> <li>d) Location of the project.</li> <li>e) Value of the project.</li> <li>f) Dates and duration of the project (start and end dates of the work).</li> <li>g) Approximate size in square meters of the cleanable area;</li> </ol> <p>*Health Canada may contact the client to verify the accuracy of the information submitted.</p>	50	30	/50	

<p><b>R2</b></p> <p>The Bidder should provide client references for three (3) of their current customers or previous customers within the last five (5) years. Each reference should be from clients for whom the Bidder provided services for a minimum of two (2) years within the last five (5) years. The following information should be provided:</p> <ul style="list-style-type: none"> <li>a) Name of client organization or company (to whom the services were provided);</li> <li>b) Project Authority name, title, telephone number, fax number and e-mail address if available;</li> <li>c) Brief description of project type and scope of services provided;</li> <li>d) Location of the project.</li> <li>e) Value of the project.</li> <li>f) Dates and duration of the project (start and end dates of the work).</li> <li>g) Approximate size in square meters of the cleanable area;</li> </ul> <p>10 Points per each complete reference. A complete reference includes information under a,b,c,d,e.f. and g. referenced above.</p> <p>0 Points per reference if a reference is incomplete</p> <p>*Health Canada may contact the references To verify the accuracy of the information submitted.</p>	30	20	/30	
<p><b>R3</b></p> <p>The Bidder should provide a description of their internal quality control manual and procedures for carrying out the required work and demonstrate they have the following:</p> <ul style="list-style-type: none"> <li>a) Policies and Procedures (5 points)</li> <li>b) Manual Updates (2 points)</li> <li>c) Training and Refresher (2 points)</li> <li>d) Supervision (3 points)</li> <li>e) Equipment Upkeep (2 points)</li> </ul>	20	12	/20	

f) Company Self Inspections (2 points)				
g) Health and Safety Strategy (4 points)				
*For all of the above score full points for descriptions for each and demonstration that they have it. Score 0 if the details are not fully described or demonstrated.				

**2.2.3 Conditions Precedent to Contract Award**

Bidders are recommended to provide as much of the following information as possible with their bid. All of the following information will be required prior to contract award unless specified otherwise.

<b>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</b>			
	Page #	Yes	No
<p><b>C.1</b> Bidders must provide a copy of a certificate 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 RFP, can be insured in accordance with the Commercial General Liability Insurance requirements for carrying out the work described in the Statement of Work of this RFP in the amount of \$2,000,000.00.</p> <p>*Copy of certificate required.</p>			
<p><b>C2.</b> Bidders must provide proof e.g. letter/certificate and number demonstrating they are in good standing with WSIB (Workmen’s Compensation) and covered for the duration of the project.</p>			
<p><b>C3.</b> The Bidder must provide a copy of the new Globalized Harmonized System Workplace Hazardous Materials Information System (WHMIS) certificate of training for all proposed resources for the proposed work within one work week from date of contract award.</p>			
<p><b>C4.</b> The Bidder must provide a copy of their Health and Safety Plan.</p>			

## SECTION III – FINANCIAL BID

Bidders must not submit expenses which normally fall under the normal cost of doing business  
**All the information required in this section must be provided in the Bidders' Financial Bid.**

### 3.1 Firm Lot Price

The Bidder must provide a firm all-inclusive lot price, inclusive of any costs, travel, equipment, rentals, subcontractors, overhead and profit, FOB destination, Canadian customs, duties and excise taxes included.

The total amount of Harmonized Sales Tax (HST) must be shown separately, if applicable.

3.2 Bidders must provide their Financial Bid in accordance with the table referenced at 3.1 – Pricing Schedule. All payments will be made in accordance with the proposed Basis of Payment (Appendix 1, Annex B) of the Resulting Contract Clauses.

3.3 Exchange rate fluctuation protection is not offered.

3.4 The Financial Bid must contain a detailed breakdown of the **total estimated price**, by phase, or by major tasks. The Financial Bid should address each of the following, if applicable:

i. **Travel (Not Applicable)**

ii. **Other Expenses (Not Applicable)**

iii. **Goods and Services Tax / Harmonized Sales Tax**

Various items in the Financial Bid may be subject to GST/HST or custom duties, and this charge must be included in the cost estimates for travel and other expenses and as a separate line item for the professional services.

3.5 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

### 3.6 PRICING SCHEDULE

#### Janitorial Services

The Bidder must provide firm, all inclusive monthly rate pricing as detailed below. Pricing includes all labour, overhead, supervision, tools, equipment, materials, administrative costs and profit in the rates provided. All prices are FOB destination, HST extra.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the RFP will be consistent with this data.

Contract Period	Per Month rate (CAD \$)	Number of Months	Total cost (CAD \$)	
<b>1. Initial contract period</b> June 1, 2016 to May 31, 2017		12	\$	
<b>2. Option Period 1</b> June 1, 2017 to May 31, 2018		12	\$	
<b>3. Option Period 2</b> June 1, 2018 to May 31, 2019		12	\$	
Total evaluated price (sum of 1, 2, and 3)		36	\$	A
HST		36	\$	B
Total including HST = Total Evaluated Price			\$	C

**The total evaluated price will be the total of  $A + B = C$**

## SECTION IV – GENERAL INSTRUCTIONS

	<b>INTERPRETATION</b>		
	In this RFP:		cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
0.1	“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.	5.3	Late bids: Bids received after the closing date and Time specified in A10 will be deemed non-responsive and will not be considered for contract award.
0.2	“Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through Health Canada (referred to herein as the “Minister”).		
	<b>G11 RESPONSIVENESS</b>	<b>G16 RIGHTS OF CANADA</b>	
1.1	For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. Mandatory Requirements are also expressed by using imperative verbs such as “shall”, “will” and “must”.	6.1	Canada reserves the right: during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders’ cost, upon forty eight (48) hours’ notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP; to reject all bids received in response to this RFP; to accept any bid, in whole or in part, without prior negotiation; to cancel and/or re-issue this RFP at any time; to award one or more contracts, if applicable; to not accept any deviations from the stated terms and conditions; to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and to not contract at all.
	<b>G12 ENQUIRIES – BID SOLICITATION STAGE</b>	6.2	
2.1	All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A7 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.	6.3	
2.2	To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.	6.4	
2.3	All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.	6.5	
	<b>G13 BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD</b>	6.6	
3.1	Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the RFP Authority within the timeframe described in article A7 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.	6.7	
	<b>G14 BID PREPARATION COSTS</b>	6.8	
4.1	The costs, including travel incurred by the Bidder in the preparation of its bid, or of any resulting contract, will be the sole responsibility of the Bidder and will not be reimbursed by Canada.	<b>G17 INCAPACITY TO CONTRACT WITH GOVERNMENT</b>	
	<b>G15 BID DELIVERY</b>	7.1	By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the <i>Criminal Code</i> : – Section 121, Frauds upon the Government; – Section 124, Selling or Purchasing Office; or – Section 418, Selling Defective Stores to Her Majesty, other than an offence for which a pardon has been granted. 7.2 Canada may reject a bid where the Bidder, including the Bidder’s officers, agents and employees, has been convicted of an offence referred to in clause 7.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.
5.1	Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A10.	<b>G18 INCURRING OF COSTS</b>	
5.2	Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and	8.1	No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contracting Authority. The Bidder’s attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.
		<b>G19 BIDDERS ARE NOT TO PROMOTE THEIR INTEREST IN THE PROJECT</b>	
		9.1	Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.
		<b>G110 PROPERTY OF CANADA</b>	
		10.1	Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may 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 *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).
- GI11 PRICE JUSTIFICATION**  
In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority's request, one or more of the following price justifications:
- 11.1 a current published price list indicating the percentage discount available to Canada; or
- 11.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 11.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 11.4 price or rate certification; or
- 11.5 any other supporting documentation as requested by the RFP Authority
- GI12 ANNOUNCEMENT OF SUCCESSFUL BIDDER**
- 12.1 If this RFP was advertised on the "Buyandsell.gc.ca" tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 12.2 If this RFP was not advertised on "Buyandsell.gc.ca," Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.
- GI13 APPLICABLE LAWS**
- 13.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario. The Bidder may propose a change to the applicable laws in his/her bid. If no change is made, it acknowledges that the applicable laws specified in this RFP are acceptable to the bidder.
- GI14 CONTINGENCY FEE**
- 14.1 The Bidder declares that the Bidder has not, 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*, R.S.C., 1985, c. 44 (4th Supp.). In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.
- GI15 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**
- 15.1 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; or
- (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.
- 15.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (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.
- 15.3 Where Canada intends to reject a bid under this section, the RFP 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 the bid Closing Date.
- 15.4 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.
- GI16 CONDUCT OF EVALUATION**
- 16.1 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 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; and
- (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 16.2 Bidders will have the number of days specified in the request by the RFP 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.
- GI17 BIDDER DEBRIEFINGS**
- 17.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 within 15 calendar days of notification of results. The debriefing may be in writing, by telephone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses. For more information on the Office of the Procurement Ombudsman go to: <http://opo-boa.gc.ca>



**SECTION V – CERTIFICATIONS**

**The following information must be submitted along with a signed covering letter, the Technical Bid, Financial Bid (Section III) as well as the Certifications (Section V).**

**5.1 LEGAL NAME AND BIDDER’S INFORMATION**

*(print clearly)*

Bidder’s Legal Name

\_\_\_\_\_

Bidder’s Complete Address

\_\_\_\_\_

\_\_\_\_\_

Bidder’s Phone number

( \_\_\_\_\_ ) \_\_\_\_\_

Bidder’s Authorized Representative

\_\_\_\_\_

Bidder’s Authorized Representative Phone number

( \_\_\_\_\_ ) \_\_\_\_\_

Bidder’s Authorized Representative e-mail

\_\_\_\_\_

**5.2 CERTIFICATIONS**

Bidders must provide the required certifications at bid submission. Canada may declare a bid non-responsive if the required certifications are not part of the bid content.

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

### **5.3 CERTIFICATION OF EDUCATION, EXPERIENCE AND QUALIFICATIONS**

The Bidder certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed whose statement of education and experience Canada has relied upon to evaluate the Bid and award the contract.

### **5.4 CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL**

#### **5.4.1 Availability of Personnel and Facility**

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons and facility proposed in its bid will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

#### **5.4.2 Status of Personnel**

If, in the fulfilment of this requirement, the Bidder has proposed any person who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed and to submit such person's résumé to the RFP Authority.

During the evaluation of its bid, the Bidder must upon the request of the RFP Authority provide a copy of such written permission, in relation to any or all resources proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's bid from further consideration.

## 5.5 FORMER PUBLIC SERVANT CERTIFICATION

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

### 5.5.1 Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *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.

### 5.5.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( )

No ( )

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

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

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

### 5.5.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( )

No ( )

If so, the Bidder must provide the following information:

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

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

### 5.6 JOINT VENTURE/PARTNERSHIP

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a Procurement Business Number (PBN); a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certified that its bid is submitted to Canada as a: *(please choose one)*

- Sole proprietorship    ( )
- A corporation            ( )
- Partnership              ( )
- A joint venture          ( )

\* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- a. the name of each member of the joint venture;
- b. 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;
- c. the name of the joint venture, if applicable.

## **5.7 INTEGRITY PROVISIONS – LIST OF NAMES**

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

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

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

## **5.8 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION**

**5.8.1** The Federal Contractors Program (FCP) ensures that contractors who do business with the Government of Canada achieve and maintain a workforce that is representative of the Canadian workforce. The Program applies to non-federally regulated contractors that:

- have a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more; and
- received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).

The Federal Contractors Program was established in 1986 to further the goal of achieving workplace equity for designated groups experiencing discrimination in the Canadian labour market. These groups are:

- women;
- Aboriginal peoples;
- persons with disabilities; and

- members of visible minorities.

Effective June 27, 2013 a redesigned FCP will be in effect which includes:

- an increase in the contract threshold from \$200,000 to \$1 million to support the Government's commitment to reduce regulatory red tape burden for small- to medium-sized employers;
- assessment that focus on achievement of results enabling contractors to determine initiatives best suited to their organization in order to achieve employment equity objectives.

### 5.8.2 Agreement to Implement Employment Equity

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1 million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment equity by signing the Agreement to Implement Employment Equity (LAB1168) prior to contract award.

Once the goods and services contract, the standing offer, or the supply arrangement is awarded to the contractor, the contractor is assigned a unique Agreement to Implement Employment Equity number and is informed by Labour Program that they are now subject to the FCP. Contractors are then required to implement employment equity and, if representation gaps exist, to make all reasonable efforts most appropriate within the context of their specific organizational environment and structural needs to close any identified gaps. This obligation is on-going and not only subject to the period of the contract, including future contracts.

- 5.8.3 By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

**NOTE:** add also the following paragraph and certification for requirements estimated at \$1,000,000 **and above**, Applicable Taxes included. *Delete if not applicable.*

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

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

**Complete both A and B.**

**A. Check only one of the following:**

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

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

**B. Check only one of the following:**

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

**OR**

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

**5.9 DETERMINING THE POTENTIAL FOR COMMERCIAL EXPLOITATION OF THE INTELLECTUAL PROPERTY**

Is there potential for commercial exploitation of any Intellectual Property that may be generated by the resulting contract?

- ( ) Yes
- ( ) No

**5.10 SIGNATURE AND 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.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Capacity*



## APPENDIX 1 – RESULTING CONTRACT CLAUSES

### 1. GENERAL INFORMATION

#### 1.1. Contact Information

##### 1.1.1. Contracting Authority

The Contracting Authority is identified as:

David J. Sullivan  
Manager, Procurement and Contracting  
Materiel and Asset Management Directorate  
Chief Financial Officer Branch  
Ottawa, Ontario K1A 0K9

Telephone: (613) 415-4904

E-mail: david.j.sullivan@hc-sc.gc.ca

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.

##### 1.1.2. Project Authority

The Project Authority is:

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

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

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

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

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract, and is responsible for the day-to-day management of the Contract.

**NOTE:** Invoices must not to be sent to the Project Authority directly. Invoices must be sent to the address indicated on page 1 of the Contract, section C8.

**1.1.3. Contractor's Authorized Representative**

The Contractor's Authorized Representative is:

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

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

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

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

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

## 1.2. PERIOD OF THE CONTRACT

The initial period of the Contract is identified in section C3, on page 1 of the Contract.

The Contractor hereby grants to Canada the irrevocable option to extend the period of the Contract by up to two one year additional option period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable terms set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the end date of the Contract. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, through an amendment to the Contract.

## 1.3. SECURITY REQUIREMENTS

The Security Requirements (SRCL and related clauses provided by ISP) presented in Annex C – Security Requirements apply and form part of the Contract.

## 1.4. METHOD OF PAYMENT

### 1.4.1. MONTHLY PAYMENTS

Payment for services rendered will be made by Canada to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the Work performed, the progress towards the completion of the tasks/deliverables identified in the Contract and the number of person days expended, and the certificate of the Project Authority that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the Work.

Health Canada has adopted electronic direct deposit as their method for paying invoices. Suppliers are asked to register for electronic direct deposit and to provide their account information upon request. For help with online registration, send an email to: [DD@hc-sc.gc.ca](mailto:DD@hc-sc.gc.ca).

## 1.5. INVOICING INSTRUCTIONS

One (1) copy of each invoice must include the following:

- a. the Contract title, number and financial code;
- b. the date;
- c. a description of the Work performed;
- d. timesheets (if payment is based on hourly/per diem rates);
- e. evidences of actual Cost (Cost Reimbursable Elements);
- f. the amount of the progress payment being claimed; and the amount of any tax (including GST/HST).

## 2. GENERAL CONDITIONS

### GC1. Interpretation

- 1.1. In the Contract,
  - 1.1.1. “Contracting Authority” means the officer or employee of Canada who is designated by the Articles of Agreement and includes a person authorized by the Contracting Authority to perform any of the Contracting Authority's functions under the Contract;
  - 1.1.2. “Cost” means Cost determined according to Public Works and Government Services Canada (PWGSC) Contract Cost Principles (CCP) 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract. CCP 1031-2 are found on the PWGSC website at the following address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2>
  - 1.1.3. “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
  - 1.1.4. “Work”, unless otherwise expressed in the Contract, means all the activities, services, goods, equipment and things required to be done, delivered or performed by the Contractor under the Contract.

### GC2. Date of Completion of Work and Description of Work

- 2.1. The Contractor shall, between the start date and the end date specified in section C3 (Contract Period of the Articles of Agreement), perform and complete with care, skill, diligence and efficiency the Work that is described in the Statement of Work (Annex A).

### GC3. Successors and Assigns

- 3.1. The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

### GC4. Subcontractors

- 4.1. Subcontractors must obtain the equivalent level of screening or clearance as deemed required for the Contractor.
- 4.2. All contracts and subcontracts with outside parties which contain security requirements are not to be awarded without prior written permission from the Contracting Authority.

### GC5. Assignment

- 5.1. 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.
- 5.2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

### GC6. Time of the Essence and Excusable Delay

- 6.1. It is essential that the Work be performed within or at the time stated in the Contract.
- 6.2. 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.
- 6.3. 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.
  - 6.4. 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 the Minister the portion of any advance payment that is unliquidated at the date of the termination.
  - 6.5. 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.

### GC7. Indemnification

- 7.1. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees, servants, agents or subcontractors in performing the Work or as a result of the Work.
- 7.2. The Contractor shall indemnify and save harmless Canada, the Minister and their employees, servants and agents from all costs, charges and expenses whatsoever that Canada sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.
- 7.3. The Contractor's liability to indemnify, save harmless or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.
- 7.4. The Contractor agrees that Canada shall not be liable for, and agrees to protect, indemnify and save harmless Canada, the Minister and their employees, servants and agents with respect to, any injury or damage (including death) to the Contractor or to the person of any officer, servant or agent of the Contractor or for the loss of or damage to the

property of the Contractor or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said Work unless the injury, loss or damage is caused by the negligence of an employee, servant or agent of Canada while acting within the scope of his or her employment.

#### **GC8. Notices**

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

#### **GC9. Termination for Convenience**

- 9.1. 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.
- 9.2. If a termination notice is given pursuant to subsection 9.1, 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:
- on the basis of the Contract Dollar Value, 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;
  - the Cost to the Contractor plus a fair and reasonable profit for all Work terminated by the termination notice before completion; and
  - 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.
- 9.3. The Minister may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 9.4. 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 Dollar Value. 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.

#### **GC10. Termination Due to Default of Contractor**

- 10.1. The Minister may, by notice to the Contractor, terminate all or any part of the Work if:

- 10.1.1 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; or
- 10.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.

- 10.2. In the event that the Minister terminates the Work in whole or in part under GC10.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for all or part of the Work to be completed that was so terminated, and the Contractor shall be liable to Canada for any excess costs relating to the completion of the Work.
- 10.3. Upon termination of the Work under GC10.1, the Minister may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or Work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Canada shall pay the Contractor for all finished Work delivered pursuant to the direction of, and accepted by, the Minister, the Cost to the Contractor of the finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable Cost to the Contractor of all materials or Work-in-process delivered pursuant to the direction. Canada may withhold from the amounts due to the Contractor the sums that the Minister determines to be necessary to protect Canada against excess Costs for the completion of the Work.
- 10.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract Dollar Value applicable to the Work or the particular part of the Work.

#### **GC11. Records to be Kept by Contractor**

- 11.1. The Contractor shall keep proper accounts and records of the cost of the Work and of all expenditures or commitments made by the Contractor including invoices, original receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts.
- 11.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to in GC11.1.
- 11.3. The Contractor shall not dispose of the documents referred to in GC11.1 without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for the period of time specified elsewhere in the Contract or, in the absence of such specification, for a period of six years following completion of the Work.

**GC12. Conflict of Interest**

12.1. 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.

**GC13. Contractor Status**

13.1. This is a Contract for the performance of services and 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.

**GC14. Conduct of the Work**

14.1. 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.

14.2. 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; and
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

14.3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

**GC15. Member of Parliament**

15.1. No Member of Parliament shall be admitted to any share or part of this Contract or to any benefit to arise from this Contract.

**GC16. Protection of Work**

16.1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor information necessary for the performance of the

subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require. This section does not apply to any information that:

- 16.1.1. is publicly available from a source other than the Contractor; or
- 16.1.2. is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.

16.2. When the Contract, the Work, or any information referred to in GC16.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada,

- 16.2.1. the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including any other instructions issued by the Minister; and
- 16.2.2. the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

**GC17. Contingency Fees, Auditing and Public Disclosure**

17.1. The Contractor declares that the Contractor has not, 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 this Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act* R.S.C., 1985, c. 44 (4th Supp.).

17.2. All accounts and records relating to any payment by the Contractor of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounting and auditing provisions of this Contract.

17.3. The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the Contract.

17.4. If the Contractor makes a false declaration under clause 17.1 or 21.1 or fails to comply with the terms set out in clause 17.2 or 17.3, it is an act of default under the Contract and the Contractor agrees, in addition to any other remedies that may be available against the Contractor, to immediately return any advance payments and agrees that the Contracting Authority may terminate the Contract in accordance with the default provisions of this Contract.

17.5. In this section, "Contingency Fee" means any payment or other compensation that is contingent upon or is

- calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.
- GC18. Work Force Reduction Programs**
- 18.1. The Contractor acknowledges and agrees that any person, including the Contractor, carrying out this Contract, shall make available to the Contracting Authority any details of the status of the person with respect to cash out benefits as well as details of any pension payments under work force reduction programs.
- 18.2. The Contractor shall, if asked in writing and where necessary, sign or cause to have signed on behalf of any person, a waiver of privacy with respect to any and all information in relation to any such benefits and payments.
- GC19. Amendments**
- 19.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment. For greater certainty, to be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- GC20. Replacement Personnel**
- 20.1. The Contractor shall provide the services of the persons named in its bid and any additional persons necessary to perform the Work and provide the services required under this Contract, unless the Contractor is unable to do so for reasons beyond the Contractor's control.
- 20.2. Should the Contractor, at any time, be unable to provide their services, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Contracting Authority. In such case the Contractor shall notify the Contracting Authority in writing and provide:
- 20.2.1. the reason for the removal of the named person from the project;
- 20.2.2. the name of the proposed replacement;
- 20.2.3. an outline of the qualifications and experience of the proposed replacement; and
- 20.2.4. an accepted security clearance certificate, if applicable.
- 20.3. The notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence Work. Any change in the terms and conditions of this Contract which result from a replacement of personnel shall be effected by a contract amendment.
- 20.4. Notwithstanding the foregoing, the Contractor is required to perform the Work and provide the services in accordance with the terms of this Contract.
- GC21. Criminal Code of Canada**
- 21.1. The Contractor agrees to comply with the Code of Conduct for Procurement (the "Code") and to be bound by its terms. The Code can be accessed at the following Internet address: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html> Furthermore, in addition to the Code, the Contractor must comply with the terms set out in this section.
- 21.2. The Contractor declares and it is a term of this Contract that the Contractor has, and any of the Contractor's employees assigned to the performance of the Contract have, not never been convicted of an offence, other than an offence for which a pardon has been granted under the following sections of the *Criminal Code* of Canada:
- 21.2.1. Section 121, Frauds on the government;
- 21.2.2. Section 124, Selling or purchasing office; or
- 21.2.3. Section 418, Selling defective stores to Canada.
- GC22. Inspection/Acceptance**
- 22.1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does 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.
- GC23. Taxes**
- 23.1. Federal governments and agencies are to pay Applicable Taxes.
- 23.2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 23.3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 23.4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
- 23.5. Tax Withholding of 15 Percent – Canada Revenue Agency 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 not a resident of Canada, unless the Contractor obtains a valid waiver from the *Canada Revenue Agency*. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- GC24. Title**
- 24.1. Except as otherwise provided in the Contract including the intellectual property provisions, and except as provided in subsection 24.2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
- 24.2. Except as otherwise provided in the intellectual property provisions of the Contract, upon any payment being made to the Contractor for or on account of materials, parts, Work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, Work-in-process and finished Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
- 24.3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, Work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to Canada in accordance with the Contract. The Contractor shall be

- liable for any loss or damage to any part of the Work caused by the Contractor or any subcontractor after such delivery.
- 24.4. Any vesting of title referred to in subsection 24.2 shall not constitute acceptance by Canada of the materials, parts, Work-in-process or finished Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 24.5. Where title to any materials, parts, Work-in-process or finished Work becomes vested in Canada, the Contractor shall, upon the Minister's request, establish to the Minister's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Minister may request.
- 24.6. If the Contract is a defence contract within the meaning of the *Defence Production Act*, R.S. 1985, c. D-1, title to the Work or to any materials, parts, Work-in-process or finished Work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Minister shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.
- GC25. Entire Agreement**
- 25.1. 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.
- GC26. Harassment in the Workplace**
- 26.1. 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 Secretariat of Canada website.
- 26.2. 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.
- GC27. No Bribe or Conflict**
- 27.1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 27.2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 27.3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 27.4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
- GC28. Government Property**
- 28.1. 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.
- GC29. Suspension of Work**
- 29.1. The Contracting Authority may at any time, by giving 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.
- GC30. Right of Set-Off**
- 30.1. Without restricting any right of set-off given by law, the Minister may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Government of Canada by the Contractor under the Contract or under any other current contract. The Minister may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Government of Canada by the Contractor which, by virtue of the right of set-off, may be retained by the Government of Canada.
- GC31. Powers of Canada**
- 31.1. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.
- GC32. International Sanctions**
- 32.1. 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.
- 32.2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 32.3. 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 GC9.

### GC33. Transportation Costs

33.1. If transportation Costs are payable by the Minister under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The Costs must be shown as a separate item on the invoice.

### GC34. Contract administration and dispute resolution

34.1. In the event that concerns or issues arise regarding the application of the terms and conditions of a contract, or regarding its administration, the Contractor should contact the contracting officer identified in the Contract to schedule a meeting by phone or in person to discuss and/or resolve any disagreements or misunderstandings. After this initial meeting has taken in place, and if needed, contractors will be provided with information on other dispute resolution options available to them such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.

34.2. At the request and consent of both Parties, the Office of the Procurement Ombudsman may be requested to participate in an alternative dispute resolution process to resolve any dispute between the Parties respecting the interpretation or application of the terms and conditions of the resulting Contract and their consent to bear the costs of such a process. The Office of the Procurement Ombudsman may be contacted by phone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### GC35. Transportation Carriers' Liability

35.1. The Government of Canada's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Government of Canada (determined by the FOB point of Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

### GC36. Integrity Provisions in Contracts

#### 36.1 Statement

- a. The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.
- b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. 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.

#### 36.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

#### 36.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates

are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

#### 36.4 Lobbying Act

The Contractor certifies that neither it nor its 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](#).

#### 36.5 Canadian Offences Resulting in Legal Incapacity

- a. The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. 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
  - ii. 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*) of the [Criminal Code](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

#### 36.6 Canadian Offences

The Contractor has certified that:

- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. 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*) of the [Competition Act](#), or
- iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.
- 36.7 Foreign Offences**  
The Contractor has certified that:
- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
- i. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
- ii. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
- iii. the court's decision was not obtained by fraud; and
- iv. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
- 36.8 Ineligibility to Contract with Canada**  
a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of
- PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
- i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
- i. terminate the contract for default; or
- ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 36.9 Declaration of Offences Committed**  
The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
- 36.10 Period of Ineligibility**  
The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:
- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility

- to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
  - c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.
- 36.11 Canadian Pardons**  
A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:
- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
  - b. been granted a pardon under Her Majesty's royal prerogative of mercy;
  - c. been granted a pardon under section 748 of the [Criminal Code](#);
  - d. received a record of suspension ordered under the [Criminal Records Act](#); and
  - e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.
- 36.12 Foreign Pardons**  
A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an

offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

**36.13 Period of Ineligibility for Breaching Administrative Agreements**

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

**36.14 Obligations on Subcontractors**

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Contractor to be ineligible to contract with Canada for a period of five years.

**GC37. Entire Agreement**

37.1 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.

### 3. TERMS OF PAYMENT

#### TP1. Payment

- 1.1. Payments under this Contract, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission and receipt by Canada of a claim for payment.
- 1.2. Subject to parliamentary appropriation of funds and to TP1.1, payment by the Minister for the Work shall be made:
  - 1.2.1. in the case of an advance payment, within thirty (30) days of the signing of this Contract by both Parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
  - 1.2.2. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
  - 1.2.3. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.
- 1.3. For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 1.4. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.
- 1.5. If Canada has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection.
- 1.6. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days only results in the date specified in TP1.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 1.7. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

#### TP2. Interest on Overdue Accounts

- 2.1. For the purposes of this section:
  - (a) "average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "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;
  - (b) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
  - (c) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
  - (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

- 2.2. Canada shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 2.3. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 2.4. Canada shall not be liable to pay interest on overdue advance payments.

#### TP3. Appropriation

- 3.1. In accordance with section 40 of the *Financial Administration Act*, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

#### TP4. Travel and Living Expenses

Travel and living expenses incurred by the Contractor are entirely subject to the content of the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on Contract" ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/statb-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp)). Travel and living expenses are considered to be part of the total Cost of the Contract. Expenses which exceed the Directive will not be paid. Prior authorization for projected travel and living expenses is required.

#### 4.1. General

- 4.1.1. Travel and living expenses are to be claimed at actual Cost but are not to exceed current National Joint Council Travel Directive.
- 4.1.2. A statement indicating the names of travellers; places visited; dates and length of visits; and purpose of travel must be submitted with each claim for travel and living expenses.
- 4.1.3. Insurance for all methods of travel; accidents; illness; cancellations; immunizations; and other obligations are the sole responsibility of the Contractor.

#### 4.2. Method of Transportation

- 4.2.1. Air travel. The standard for air travel is economy class only. Upgrades to Business or First class are the sole financial responsibility of the Contractor.
- 4.2.2. Rail Travel. The standard for rail travel is the next higher class after the full economy class.
- 4.2.3. Rental vehicle. The standard for rental vehicles is mid size. Vehicle rental must be pre-approved by the Project Authority.
- 4.2.4. Private vehicle. The Contractor may claim only for distances necessarily driven solely on government business, using the most direct, safe and practical road routes. The rate per kilometre which is payable is specified in the current National Joint Council Travel Directive. Insurance is the responsibility of the Contractor. Canada will not assume responsibility for deductible amounts related to comprehensive or collision coverage.

**4.3. Meal, accommodation, transportation and other allowances**

- 4.3.1. For same day travel, with no overnight stay, the applicable meals allowance is paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.2. For same day travel, with no overnight stay, the applicable transportation allowance is paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.
- 4.3.3. For travel of two (2) or more consecutive days, the applicable meal allowances, and the incidental expenses allowances per day are paid, as specified in the current National Joint Council Travel Directive. Receipts are not required.
- 4.3.4. For travel of two (2) or more consecutive days, the applicable travel and accommodation allowances

per day are paid, as specified in the current National Joint Council Travel Directive. Copies of the receipts must be provided, except when private, non-commercial accommodation is used. Original receipts may be requested at any time by Canada, if so, the Contractor must provide original receipts prior to any payment being made.

- 4.3.5. Meal allowances are not paid in respect of meals included in a fare (e.g. airplane or club-car ticket), or provided free of charge in a government mess, or included as part of the Cost of an event or other function.
- 4.3.6. Professional fees, or similar equivalent Costs cannot be claimed for travel time.
- 4.3.7. Receipts and vouchers for accommodation and transportation are required to be submitted with each claim, except when private, non-commercial accommodation is used. Luxury accommodation is not permitted. Original receipts may be required upon request from Canada, if so, the Contractor must provide original receipts.
- 4.3.8. Entertainment is not an allowable expense.

## 4. INTELLECTUAL PROPERTY

### IP2. Canada to Own Intellectual Property Rights

#### 1.0 Interpretation

In the Contract,

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
  - 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
  - 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
  - 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
  - 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
  - 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.
- 2.0 **Records and Disclosure of Foreground Information**
- 2.1 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to the Minister all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the Contract.
  - 2.2 The Contractor must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
  - 2.3 Before and after final payment to the Contractor, the Contractor must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
  - 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Contractor’s records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

#### 3.0 Canada to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted under this Contract or otherwise in writing by Canada.
  - 3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
 

© HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA (2016)  
or  
© SA MAJESTÉ LA REINE DU CHEF  
DU CANADA (2016)
  - 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
  - 3.4 If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.
  - 3.5 The Contractor must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights in the Foreground Information as the Minister may require. The Contractor must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including the assistance of the inventor in the case of inventions.
- 4.0 **License to Intellectual Property Rights in Background Information**
- 4.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Background Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Background Information, other than exploit it commercially in competition with the Contractor and transfer or assign ownership of it. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.
  - 4.2 For greater certainty, Canada's license in the Background Information includes, but is not limited to:
    - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by

- Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
- b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
- 4.4 The Contractor represents and warrants that it has the right to grant to Canada the ownership in the Foreground Information and the license and any other rights to use the Background Information. The Contractor will ensure that any Intellectual Property Rights in any Foreground Information developed by a sub-contractor or any third party must be promptly transferred to and owned by Canada. If the Intellectual Property Rights in any Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.5 Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's information only to perform the Contract.
- 5.0 **Waiver of Moral Rights**
- 5.1 If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

# APPENDIX 1 - ANNEX A

## STATEMENT OF WORK

### 1.0 Scope

#### 1.1 Title

RPB Janitorial Services Radiation Protection Building (RPB)

#### 1.2 Objectives of the Requirement

The objective of this requirement is for the provision of Janitorial Services at the Radiation Protection Building (RPB).

#### 1.3 Background

The Radiation Protection building was built in three distinct parts, the first of which, the relatively small, rectangular building in the southeast corner of the site was built in or around 1960. The second part, a much larger than the original building, addition was added a few years later in the mid 1960's, and the final part an even larger addition was added in the early 1990's.

The Radiation Protection Building was originally a brick structure. This oldest section of the building was built in the furthest corner of the site from other Federal Government buildings in the Confederation Heights area due to the low level radioactive material used in experiments. The building was expanded in about 1965 by the addition of the much larger laboratory facility. The "old" area of the building consists of these first two parts of the building.

The "new" area is the more modern laboratory addition built in the early 1990's. The new addition to the building included several new specialty laboratory areas including a microwave laboratory as well as an acoustic chamber.

#### 1.4 Tasks, Activities, Deliverables and Milestones

Cleaning operations and activities are described in Annex A – Statement of Work and the Specification.

#### 1.5 Reporting Requirements

All communications and submissions by the Contractor will be coordinated through the Project Authority.

#### 1.6 Project Management Control Procedures

The individual identified in the proposal as the Project Authority will schedule and coordinate site visits, answer any questions to their best knowledge or ability, provide a security escort when required and will ensure the Contract will be brought in on time.

#### 1.7 Specifications and Standards

The Contractor is required to meet all applicable codes and industry standards for the work required.



## **1.8 Location of Work, Work site and Delivery Point**

The work is to be conducted at the Radiation Protection Building (RPB), 775 Brookfield Road, Ottawa, Ontario K1A 0K9.

All personnel assigned to this must be ready to work in close and frequent contact with the Project Authority and other Departmental personnel.

## **1.9 Language of Work**

All communications related to this work will be in the either English or French.

## **1.10 Change Management Procedures**

Change in Scope of Work will require prior approval of the Project Authority. Prior to beginning any work as a result of change in scope will require the approval and amendment to the contract by the Contract Authority.

## **1.11 Project Authority**

The Project Authority is responsible for all matters concerning the technical content of the work required under this contract. Any changes to the scope of work are to be discussed with the Project Authority, but any resulting change can only be confirmed by the issuance of an official amendment to these Articles of Agreement issued by the Contracting Authority, as the case may be.

The Project Authority contact is to be inserted upon contract award.

## **1.12 Administrative Authority**

Both Health Canada and the Public Health Agency of Canada have adopted direct electronic payments as their preferred method for paying invoices submitted from suppliers. Suppliers are encouraged to register for electronic direct payment and to provide their account information upon request.

Administrative Authority to be inserted upon contract award.

## **1.13 Invoicing:**

**Address invoice by email to:** [P2P.East.Invoices-Factures.Est@hc-sc.gc.ca](mailto:P2P.East.Invoices-Factures.Est@hc-sc.gc.ca)

Or by regular mail to:

Health Canada/Public Health Agency Canada  
Accounting Operations - East  
18th Floor, Rm 1855C, 200 Eglantine Driveway, Jeanne Mance Building,  
Tunney's Pasture, PL: 1918C  
Ottawa ON, K1A 0K9

**To help facilitate a more efficient and timely payment process, please ensure that your invoice includes all required information and you clearly identify the contract number on every invoice submitted for payment.**

\*Send electronic copy of invoice by email to: Julie.lamothe@hc-sc.gc.ca

## **1.14 Contracting Authority**

The Contracting Authority is responsible for all matters related to the procurement and all contractual matters arising from any contracts issued.

David J. Sullivan  
Manager, Procurement and Contracting  
Materiel and Asset Management Directorate  
Chief Financial Officer Branch  
Ottawa, Ontario K1A 0K9

Telephone: (613) 415-4904

E-mail: david.j.sullivan@hc-sc.gc.ca

## **2.0 Requirements**

The work shall be performed in accordance with the terms and conditions contained herein and as described in the Statement of Work, Annex A and Specification in Annex A. The Contractor shall execute such work in a careful and workman like manner. Work shall be performed Monday to Friday between 07:00 and 17:00. Scheduled cleaning operations shall be performed after hours between 17:00 and 22:00 or on weekends between 07:00 and 18:00.

**2.1** The performance of the work required shall provide for the work described herein and shall be approved by and agreed to by the Project Authority.

## **2.2 Health and Safety/Labour Codes**

The Contractor is to supply the Project Authority with a copy of their safety policy as required by the applicable Provincial Occupational Safety and Health Regulations. The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the work is performed. The Contractor must provide a copy of their Health and Safety Plan in regards to the work described herein.

## **2.3 Qualified Personnel**

The Contractor shall provide sufficient qualified personnel to accomplish promptly and satisfactorily all work included in this agreement. Prior to commencement, the Contractor shall provide the Project Authority a list of personnel assigned and shall give written notice of changes in this personnel.

The Contractor shall ensure that all work is performed under the competent supervision of a supervisor who must be on-site with the team at all times having full authority to act for the Contractor. Such supervision shall be provided for all work done by the Contractor's employees. The supervisor must have a minimum of two years' experience in the performance of the work described herein.

## 2.4 Contractor Details

The Contractor shall furnish the Project Authority with a telephone number or cell phone number where service personnel may be contacted for the duration of the contract.

## 2.5 Insurance Requirements

The Contractor is responsible for ensuring that they manage and have relevant financial protection against the risks to which they are exposed, especially those over which they have control. Consequently, the general policy of the Government is not to indemnify contractors against such risks. Normally, therefore, a general condition of every contract is that contractors indemnify and save the Crown harmless from all manner of claims and damages. As commercial insurance is one option available to and frequently used by responsible contractors for this purpose, it should always be understood that, in the first instance, insurance is for the protection of the Contractor in support of their potential liability to indemnify the Crown and others, and only ultimately for the protection of the Crown. The Contractor must provide a copy of certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Contractor, is insured in accordance with the Commercial General Liability Insurance requirements specified in R2900D (Insurance Terms) of the SACC Manual, and in the amount of \$2,000,000.00

The Commercial General Liability Insurance must include the following:

- a) Additional Insured: Health Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees, visitors and if applicable volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB). At any time during the term of the Contract, when requested by Health Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.
- i) Prior to the commencement of work, the Contractor shall provide evidence of compliance with

worker's compensation legislation applicable to the place of the work, including payments thereunder The Contractor must provide proof of a valid Certificate and number. Health Canada may call Worker's Compensation to verify the Contractor's status in this regard.

- j) The Contractor must hold a valid WHIMS Certification and must provide a copy of their certificate upon request to Health Canada. At any time during the term of the Contract, when requested by Health Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the work who is required to comply with such legislation.
- k) Broad from Property Damage including Completed Operations: Expands Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- l) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- m) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- n) Non-owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

## **2.6 Cellular Phones and/or Pagers**

The Contractor's Site Supervisor shall be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers shall be the responsibility of the Contractor. The Contractor shall maintain an uninterrupted communication service.

## **2.7 Labour**

All work described in this Statement of Work shall be carried out in accordance with all applicable and the latest Federal, Provincial, Municipal codes, regulations by-laws and standards.

The supplier shall be responsible for any charges imposed by any such regulations and by-laws. The work must be carried out in accordance with the manufacturer's instructions for the system/equipment. The Contractor shall furnish all the necessary tools, equipment and Personal Protection Equipment (PPE) and labour to execute the work required herein.

## **2.8 Contractor's Obligations**

The Contractor will be responsible for the following:

- 2.8.1 Carrying out services in accordance with approved documents and directions given by the Project Authority;
- 2.8.2 Directing all correspondence to the Project Authority and not communicating with the tenant directly;
- 2.8.3 Advising the Project Authority of any changes that may affect the approvals previously given and detailing the extent of and reason for the changes and obtain written approvals before proceeding;
- 2.8.4 Ensuring all activities performed provide for the protection of Health Canada and Safety of the facility's occupants, not disturbing the facility's security systems and procedures and not disturbing the operations performed in and around the facility.
- 2.8.5 Their own transportation and parking costs during the entire project life cycle; specified project tasks outlined in the Statement of Work (SOW);
- 2.8.6 Managing attendance of sub-contractors (if applicable) to ensure work is completed as targeted;
- 2.8.7 Tracking and completing all contract deliverables/tasks;
- 2.8.8 Assuming responsibility of any accident or damage caused by its employees and/or equipment to Health Canada property or personnel as a result of the Contractor's activities;
- 2.8.9 Assuming responsibility for the security of its equipment and materials during and after working hours. Health Canada shall not be liable for any vandalism, theft or loss;
- 2.8.10 Notifying the Project Authority of any on-site activity and obtaining approval to gain access to the building 48 hours before entering on site.
- 2.8.11 Taking all necessary steps to protect the workers from harm in accordance with revised statutes of the current Labour Canada codes. The Contractor, its employees, all sub-contractors and all site visitors shall have the appropriate personal safety equipment and training prior to performing the work required;
- 2.8.12 The Contractor shall keep areas unobstructed and discard of all unwanted items keeping areas safe.

## **2.9 Health Canada Obligations**

Health Canada shall provide access to waste disposal bins.

## **3.0 Site Regulations**

The Contractor must comply with all rules, instructions and directives in force where the work is performed.

## **4.0 Applicable Documents**

- 4.1 Health Canada's Articles of Agreement;
- 4.2 Public Works and Government Services Canada, Standard Acquisition Clauses and Conditions (SACC) referenced below;
- 4.3 The Statement of Work, Specification and Floor Plans in Annex A

## **5.0 Applicable Websites**

Insurance Terms

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>  
Certificate of Insurance (form PWGSC-TPSGC 357)

**ANNEX “A”**

**JANITORIAL SERVICES**

**SPECIFICATION**

**Health Canada**

Radiation Protection Building  
775 Brookfield Road  
Ottawa ON K1A 0K9

**Cleanable Area:**  
16,092.13 m<sup>2</sup>

## **SECTION 1: Special Conditions**

1. Definition of Terms & Quality Standards
2. Building Cleaning Operations
3. Staffing
4. Health & Safety
5. Building Security
6. Building Maintenance
7. Cleaning Products & Equipment
8. Uniforms
9. Space Assigned
10. Log Book
11. Excluded Rooms and Equipment
12. Life Safety System Building Profile Log Book
13. Light, Heat, Power and Water
14. Elevator Services
15. Additional Special Conditions

## **SECTION 2: Operations & Frequencies**

1. Exterior
2. Floor (all types)
3. Floor – Resilient, Terrazzo and Marble
4. Floors – Vitreous and Quarry Tile
5. Floors – Concrete
6. Carpeting and Rugs
7. Walk-away Mats
8. Entrances, Exits, Lobbies, Main Floor Elevator Lobbies and Adjacent Corridors
9. Elevators
10. Stairs and Landings
11. Miscellaneous
12. Washrooms
13. Locker Rooms
14. Showers
15. Kitchens, Kitchenettes, Lunchrooms and Rest Areas
16. Furniture and Fixtures
17. Blinds and Drapes
18. Chalkboards and White Boards
19. Waste Receptacles
20. Interior Glass
21. Potable Water Fountains
22. Walls, Partitions, Baseboard and Ceilings
23. Door and Door Frames
24. Emergency Fire Equipment
25. Electronic Data Processing Areas
26. Contractor's Space
27. Light fixtures
28. Freight Receiving
29. Garbage and Recycling Rooms



30. Papersave, Recycling Containers and Multi-use Installations

31. Additional Operations & Frequencies

### **1: Definition of Terms and Quality Standards**

1. Any quality assurance inspection report which does not meet the departmental requirements of the janitorial services specification for any part of the building may result in the application of corrective measures.

### **2: Building Cleaning Operations**

#### **General:**

1. The services shall be inspected by the Project Authority periodically to decide whether or not it is acceptable. The contractor may be invited to attend these inspections by giving a short notice to its representative is recommended but not mandatory.
2. When days of the week specified in Section 2 fall on a holiday, the contractor shall perform the operations the first working day thereafter.
3. **Conversion of Flooring**
  1. There will be no increase or decrease to the contract amount when an existing floor covering is converted to another type.

#### **Routine Cleaning Operations:**

1. Routine cleaning shall be performed between the hours of **07:00** and **19:00** Monday through Friday

#### **Scheduled Cleaning Operations:**

Annex A to Section 2 establishes the schedule of work for the entire duration of the contract and shall be completed by the contractor in the months specified.

1. Scheduled cleaning operations shall be performed Monday through Friday between **17:00** hours and **19:00** hours.
2. Scheduled cleaning operations shall be performed Saturdays and Sunday between **08:00** hours and **16:00** hours.
3. Prior to commencing the scheduled work, the contractor shall submit the Project Authority a work schedule for approval. The contractor shall also notify the Project Authority immediately when the work is completed.

#### **Additional and Emergency Cleaning Services**

1. The cost of additional cleaning and emergency cleaning operations shall be negotiated on a case by case basis.
2. Emergency (on call) cleaning means:  
The contractor must be prepared to respond to emergency calls 24 hours a day, 7 days a week and be on site within 1 hour of notification.

### **3: Staffing**

1. The contractor shall provide all the staff necessary to perform all services as specified in Section 2 for these specifications.
2. The contractor shall designate a cleaner to report to the Project Authority, to receive complaints and any other instructions at 10:00 and 14:00 hours daily, during working days.
3. The non-working on-site supervisor shall be on site during working hours and shall be in full charge of the operations and the contractor in the performance of the services and shall be authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the contract that may be given under the contract. The supervisor shall liaise daily with the Project Authority and shall be capable of communicating in English or French.

4. If the non-working on-site supervisor is absent from the site during working hours, the contractor shall have one of its employees on site to represent them. This employee shall be authorized to attend inspections and receive inspection reports on behalf of the contractor to ensure that unsatisfactory performance situations are corrected and to take immediate action regarding emergencies and other cleaning requirements.
5. The non-working on-site supervisor shall be equipped with a cellular phone and a pager. All expenses including installation, air time, activating fees and the phones/pagers themselves shall be at the expense of the contractor. An uninterrupted communication service is mandatory.
6. The contractor shall provide a job description for the non-working on-site supervisor and/or working on-site supervisor, if requested by the Project Authority.

#### **4: Health & Safety**

1. The contractor shall adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by national and provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures. In addition, adequate training of personnel assigned to perform operations such as re-lamping, use of chemicals etc... is also required.
2. The contractor shall ensure that all equipment used to perform the services is in a state of good repair. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of services. The contractor shall be responsible to supply suitable replacement equipment within one working day.
3. The contractor shall perform the work in compliance with the Canada Labor Code – part II, or relevant provincial/territorial occupational health and safety acts and regulations, the national fire code; and all applicable provincial/territorial acts and regulations and applicable municipal regulations. The most stringent shall apply.

#### **5: Building Security**

1. Only those employees whose names appear on the contractor's payroll and meet the conditions specified in this contract shall be allowed access to the work site. No other persons accompanying employees shall be allowed on site.
2. All cleaning staff employed by the contractor, regardless of hours of work, shall sign in and out and enter the times of arrival and departure in registers or on sheets to be provided at the security guards control desk or other designated area. In the event of a dispute and the absence of other evidence, the register shall be regarded as evidence of hours of work. Failure to sign "out" shall render the entry invalid.
3. All personnel employed in the performance of the services shall comply with security requirements for the facility. They shall be provided with an identification pass which shall be worn and visible at all times.
4. No audio/visual equipment or cameras are permitted on the work site.
5. The contractor's cleaning staff may be subject to questioning in relation to security matters.
6. All keys or key cards entrusted to the contractor for the fulfillment of its contract must be fully protected at all times.
7. All doors to rooms, private or general offices, etc... which shall be unlocked by the contractor's employees, shall be re-locked upon completion of the performance of their duties.

#### **6: Building Maintenance**

1. The contractor's staff shall report deficiencies other than janitorial observed during the performance of the services to the Project Authority and to the national service call centre at **1-800-463-1850**.

## **7: Cleaning Products & Equipment**

1. The contractor shall supply all cleaning products and equipment required to carry out the services as mentioned in Section 2 and **shall use only products that are environmentally friendly such as products with the environmental choice logo (Canadian) or the green seal logo (US).**
2. All cleaning products shall be suitable for the surfaces intended, used in the manner specified by the manufacturer and brought onto the premises in the manufacturer's original unopened container. The Project Authority may instruct the contractor to discontinue the use of any product judged not suitable and substitute another mutually satisfactory product.
3. The contractor shall ensure that all cleaning products used in the workplace are classified and labeled according to the workplace hazardous materials information systems (WHMIS).
4. A binder with the copies of the material safety data sheets (MSDS) shall be kept on the premises and updated when new cleaning products are purchased. This binder shall be made available to the Project Authority upon request.

## **8: Uniforms**

1. All cleaning personnel employed in this building shall be uniformed as follows:
  1. Industrial type matching shirt and trousers, coveralls or duster coat.
  2. Clean uniforms shall be worn at all times.
  3. Failure to provide the required uniforms may result in a reduction of the contractor's monthly payments. Employees not properly uniformed may be deemed unsuitable and excluded from the premises.

## **9: Space Assigned**

1. The Project Authority shall provide the contractor with the required space.
2. The contractor shall not list, publicize or use in any fashion, for business purposes, the address of a building leased or owned by Health Canada. A telephone with message taking capability shall be installed at the expense of the contractor but must be unlisted and shall not under any circumstances appear in telephone directories or be advertised as a business telephone.
3. Health Canada shall not be responsible for damages to the contractor's cleaning products and equipment nor to the contractor's employees' personal belongings.

## **10: Log Book**

1. A log book shall be maintained in the building by the Contractor to record all monthly and scheduled cleaning performed. The log book shall be location **on site** and shall be made available for inspection by the Project Authority.

## **11: Excluded Rooms & Equipment**

1. Mechanical and electrical rooms, laboratory benches, including sinks, stationary or movable equipment, copiers, calculators, computer equipment, typewriters and shop equipment are hereby excluded.

## **12: Life Safety System Building Profile Log Book**

1. In accordance with the National Fire Code of Canada and as part of this contract where applicable, the contractor is responsible to verify emergency lights, supply and replace burnt bulbs as required and tag and report any fixture that does not illuminate after replacement to the Project Authority. On a weekly basis, after verification, the contractor is responsible to

sign the log book. The contractor is not responsible to make any repairs to inoperative fixtures other than bulb replacement. The location of the log book shall be identified by the Project Authority after contract award.

### **13: Light, Heat, Power and Water**

1. Health Canada shall supply all light, heat, power and hot/cold water reasonably required for the performance of the work.

### **14: Elevator Services**

1. Where applicable, the contractor shall be permitted the use of elevators, escalators, conveyors and dumbwaiters and shall be responsible for their safe operation.

### **15: Additional Special Conditions**

**NOTE:** Clause 15 takes precedence over clauses 1 to 14, (**Section 1**). In addition to the services detailed in clauses 1 to 14, the Contractor shall perform the following tasks:

1. **Reference to Clause 2 (Building Cleaning Operations)**
  - i. **Boardrooms, Conference Rooms, Meeting Rooms**
    1. Patrol clean daily between 12:00 and 13:00 hours or when vacant.
  - ii. **Offices**
    1. The following offices, rooms shall be cleaned between **08:00** and **16:30** hours daily under Client Supervision
      - a. 116, 142, 142A, 142B, 149A, 156, 229, 229A, 263, 264, 265, 266, 273, 276, 301
  - iii. **Laboratories**
    1. All laboratories shall be cleaned between **08:00** and **16:30** hours daily under client supervision
2. **Reference to Clause 3 (Staffing)**
  1. A **Working on-site supervisor** shall be in full charge of the operations.
3. **Reference to Clause 4 (Health & Safety)**
  1. Lab areas only
    - a. Lab coat, latex gloves, protective eyeglasses and a mask must be worn.
  2. Radiation/Chemical Hazards
    - a. Radioactive or chemical waste stored in grey 20 litre containers with the appropriate symbols identifies the waste within.
    - b. The disposal of radioactive or chemical waste is the responsibility of the authorised user, Health Canada.
  3. Safety Guidelines – Laboratories
    - a. Learn to recognize the hazard as posted. These include Radiation warnings and chemical hazards.
    - b. DO NOT touch items that are marked with these signs and symbols.
    - c. Use good personal hygiene. Wash hands after touching walls or items in laboratories.
    - d. Smoking, eating and drinking in laboratories is forbidden.
    - e. If involved in a laboratory accident (cut or spill), report this immediately to your supervisor, doctor and the Administrative Officer.
4. **Reference to Clause 7 (Cleaning products & Equipment)**
  1. Routine Cleaning products and hand soaps for washrooms and kitchenettes shall be scent free.

## SECTION 2 – Operations & Frequencies

### 1: Exterior

#### 1. Daily

1. Remove posters from exterior walls, doors and windows at ground levels.
2. Clean and polish outside metal slot receivers, aluminum fittings, metal work, entrance doors and push bars.
3. Clean glass and sashes on both sides in entrance and exit doors.
4. Sweep and keep clear of litter (cigarette butts, paper, leaves, etc.) all entrances, ramps for the handicapped, loading docks, podiums and stairs.
5. Empty and clean ash trays, sand urns and butt stops into a separate metal container.
6. Replace silica sand in sand urns as required.
7. Empty and damp-wipe interior and exterior of all waste receptacles, supply and insert new plastic bags of correct size.

#### 2. Weekly (Friday)

1. Clean glass and sashes on both sides in entrance sidelights and transoms.

### 2: Floors (All Types)

#### 1. General

1. Supply and visibly locate bilingual danger signs when performing wet floor cleaning operations.
2. Furniture and wastepaper receptacles **are not to be** placed on desks, tables or work benches during cleaning operations.

### 3: Floors: Resilient, Terrazzo and Marble

#### 1. Daily

1. Sweep and damp mop all floors.

#### 2. Weekly (Friday)

1. Spray buff all floors.

#### 3. Scheduled Cleaning Operations

1. Wet scrub and refinish floor as per Annex A.
2. Strip and refinish floors as per Annex A.

### 4: Floors: Vitreous & Quarry Tile

#### 1. General

1. Sweep and damp mop all floors daily.
2. Wash and buff all floors weekly (Wednesday).

#### 2. Schedule Cleaning Operations

1. Wet scrub and refinish floors as per Annex A.
2. Strip and refinish floor as per Annex A.

### 5: Floors: Concrete

#### 1. Work Areas

1. Daily
  1. Sweep and damp mop all floors.
2. Monthly (first week of each month)
  1. Wash all floors

## 2. Storage Areas

1. Monthly (on request)
  1. Sweep and wash floors.

## 3. Schedule Cleaning operations

1. Strip and seal unpainted floors as per Annex A.

## 6: Carpeting & Rugs

### 1. General

1. The contractor shall use **industrial vacuum cleaners** with the following measurements:
  1. Maximum noise levels (low 51 dB and high 59 dB).
  2. Maximum 0.3 micron particulate filters (heap type).
  3. Minimum 90.2 inches of water lift.
  4. Power head.
  5. Accessories for floors and furniture.
2. The contractor shall use **industrial single speed polisher with a solution tank** with the following feature:
  1. Maximum speed of 175 rotations per minute.
3. The contractor shall use **industrial high performance hot water extractors** with the following features:
  1. Minimum 110 psi-solution pump.
  2. Minimum of 137 inches of water lift.
  3. Minimum of 10 gallon solution tank.
  4. Minimum of 14.5 gallon recovery tank.
4. Clip loose threads during vacuuming operation.
5. Daily, remove spots, stains and gum from carpeting and rugs using methods and solution approved by carpet manufacturers. Report to the Project Authority all spots on carpeting and rugs that cannot be removed by normal means and any damage to the carpeting and rugs.

### 2. Offices/Office Areas

#### Daily

1. Pick up litter (paper, paper clips, elastics, etc.).

#### Weekly

1. Vacuum traffic lanes and desk wells every Tuesdays.
2. Vacuum all carpeting and rugs every Friday.
3. Remove T mats, vacuum carpet, clean and replace T mats.

### 3. Conference Rooms, Boardrooms, Corridors and Elevator Lobbies

1. Vacuum daily.

### 4. Scheduled Cleaning Operations

1. Clean all carpets and rugs using the dry foam and light hot water extraction method as per Annex A.
2. Clean carpets in high traffic areas using the **dry foam and light hot water extraction method** as per Annex A.

## 7: Walk-away Mats

### 1. General

1. The contractor shall 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 mats.
2. Mats shall be in place from November 1 to April 30 inclusive. In case of unusual weather conditions, the Project Authority may shorten or extend the period.

3. Health Canada shall supply walk-away mats and the contractor shall install, maintain, remove, clean both sides of mats and store in a designated area when not in use.
4. Mats are to be rolled up to complete floor cleaning operations. Clean the underside of mats before replacing.
5. The quantity, type, size and location will be determined by the Project Authority.
6. Prior to storing, each walk away mat shall be cleaned using the **dry foam and hot water extraction method** and shall be dried.

**2. Daily**

1. Vacuum mats at **09:00** hours and at **14:00** hours. During inclement weather vacuum mats more often if necessary.

**3. Weekly**

1. Clean all walk-away mats every Friday using the **dry foam and hot water extraction method** after **17:00** hours.

<b>8: Entrances, Exits, Lobbies, Main Floor Elevator Lobbies &amp; Adjacent Corridors</b>
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**1. General**

1. Keep free of litter.
2. Clean furniture as per clause 16.

**2. Daily**

1. Clean both sides of door glass.
2. Remove gum and other foreign residue.
3. Sweep, wash and spray buff floors. Provide additional damp mopping of floors during inclement weather.
4. Vacuum all floors.
5. Clean directory board glass and frame.

**3. Weekly (Friday)**

1. Clean both sides of all glass windows and frames.

**4. Monthly (third week of each month)**

1. Remove foot grills and clean out recessed pan and drain.

**5. Scheduled Cleaning Operations**

1. Wet scrub and refinish floors, as per Annex A.
2. Strip and refinish floors as per Annex A.

<b>9: Elevators</b>
---------------------

**1. Daily**

1. Clean interior and exterior of cabs, doors, door frames and walls including the surface of the control panels.
2. Scrape and vacuum door sill/track grooves in the cabs and landings.
3. Sweep and damp mop floors when elevator mats are not in use.
4. Vacuum floors.

**2. Monthly (first week of each month)**

1. Clean carpets using the **dry foam and light hot water extraction method**.

**3. Scheduled cleaning operations**

1. Wet scrub and refinish floors as per Annex A.
2. Strip and refinish floors as per Annex A.

<b>10: Stairs &amp; Landings</b>
----------------------------------

**1. Daily (from third floor to basement)**

1. Sweep and damp mop stairs and landings.
  2. Dust handrails, balusters, balustrades, baseboards, stringers and ledges.
  3. Vacuum carpeted stairs and landings.
- 2. Weekly (from third floor to basement)**
1. Repeat 1.1 to 1.3.
- 3. Weekly (second week of each month)**
1. Clean handrails, balustrades, baseboards, risers, stringers and ledges.
- 4. Scheduled Cleaning Operations**
1. String and refinish terrazzo, marble and resilient surfaces as per Annex A.
  2. Strip and seal unpainted concrete surfaces as per Annex A.

<b>11: Miscellaneous</b>
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- 1. General**
1. The contractor shall use **industrial back pack vacuums with the following features:**
    1. Maximum noise level of 60 db.
    2. Maximum 0.3 micron particulate filters (heap type).
    3. Minimum 102 inches of water lift.
    4. Proper accessories.
- 2. Daily**
1. Damp-wipe public telephones.
  2. Dust display cases and spot clean glass.
- 3. Weekly (Monday)**
1. Clean frame of notice boards, directory boards and glass.
  2. Clean display case glass and remove tape and tape residue.
- 4. Monthly (first week of each month)**
1. Clean and polish all decorative metal surfaces.
  2. Damp-wipe all window ledges, radiator and convector covers.
- 5. Scheduled Cleaning Operations**
1. Vacuum ledges, top of partitions, shelving, exposed air ducts, pipes and other high areas including tops of hanging light fixtures and conduit 1.8 metres or higher **using an industrial back pack vacuum clean** as per Annex A.
  2. Clean all air intake grills and air diffusers as per Annex A.  
**All air intake grills and air diffusers shall not be removed during cleaning operations.**

<b>12: Washrooms</b>
----------------------

- 1. General**
1. The contractor shall supply 2 ply toilet paper of good quality in all washrooms.
  2. Patrol clean washrooms twice daily at **10:30** and **13:30** hours.
- 2. Daily**
1. Sweep and damp mop floors.
  2. Dust top of partitions.
  3. Remove all trash from strainers in base of urinals.
  4. Clean both sides of toilet seats, interior and exterior of bowls, urinals and wash basins.
  5. Clean all water taps, dispensers, door plates and flush valves.
  6. Clean flush tanks, shelves, high ledges, mirrors, window ledges and exposed piping.
  7. Spot clean walls, partitions and doors.
  8. Empty sani-cans, wash, disinfect, supply and insert new waxed bags of correct size.
  9. Empty and damp-wipe interior and exterior of all waste receptacles, supply and insert new plastic bags of correct size.



10. Supply and replenish soap, toilet paper and paper towel dispensers.
11. Vacuum carpeted floors.

**3. Weekly (Monday)**

1. Descale toilet bowls and urinals.
2. Spray buff resilient, terrazzo and marble floors.

**4. Monthly (last week of each month)**

1. Pour a pail of clean water into floor drains.
2. Machine scrub vitreous, quarry tile and concrete floors and wash resilient, terrazzo and marble floors.
3. Wash and disinfect waste receptacles.
4. Wash both sides of partitions and doors.
5. Clean air grills.

**5. Scheduled Cleaning Operations**

1. Wet scrub and refinish resilient, terrazzo and marble floors as per Annex A.
2. Strip and refinish resilient, terrazzo and marble floors as per Annex A.
3. Strip and refinish vitreous and quarry tile floors as per Annex A.
4. Strip and seal concrete floors as per Annex A.
5. Wash ceilings as per Annex A.
6. Wash walls as per Annex A.

<b>13: Locker Rooms</b>
-------------------------

**1. Daily**

1. Empty waste receptacles.
2. Sweep and damp mop floors.
3. Spot clean walls, doors and door frames.

**2. Weekly (Friday)**

1. Wash floors.
2. Spray buff resilient, terrazzo and marble floors.
3. Dust exposed surfaces of lockers including tops. Remove marks and stains from fronts and sides.

**3. Monthly (second week of each month)**

1. Machine scrub and rinse vitreous and quarry tile floors.
2. Wash metal base of windows and window ledges.

**4. Scheduled Cleaning Operations**

1. Wash the exterior of lockers and interior of vacant lockers as per Annex A.
2. Wet scrub and refinish resilient, terrazzo and marble floors as per Annex A.
3. Strip and refinish resilient, terrazzo and marble floors as per Annex A.
4. Strip and refinish vitreous and quarry tile floors as per Annex A.

<b>14: Showers</b>
--------------------

**1. Daily**

1. Remove all pieces of soap.
2. Wipe down walls.
3. Scrub floor and duck boards.
4. Polish taps and shower heads.

**2. Weekly (Wednesday)**

1. Wash walls, shower curtains and shower doors to remove soap residue.
2. Scrub floors to remove soap residue.

**3. Annually**

1. Replace shower curtains in all showers.

## 15: Kitchens, Kitchenettes, Lunchrooms and Rest Areas

### 1. General

1. Patrol clean twice daily at **10:00** and **14:00** hours.
2. Cleaning does not include vending machines.

### 2. Daily

1. Dust all surfaces.
2. Wash all furniture, tables, chairs, sinks, etc...
3. Sweep and damp mop floors.
4. Vacuum and spot clean carpeting.
5. Supply and replenish all soap and paper towel dispensers.
6. Empty, wash, disinfect waste receptacles and replace plastic bags.
7. Spot clean all walls, doors and exterior of cupboards.
8. Spot clean exterior of all appliances.

### 3. Weekly (Friday)

1. Spray buff floors.

### 4. Scheduled Cleaning Operations

1. Wet scrub and refinish floors as per Annex A.
2. Strip and refinish floors as per Annex A.
3. Wash walls as per Annex A.

## 16: Furniture & Fixtures

### 1. Preliminary Instructions

1. Papers, files, etc... left on furniture shall not be disturbed by the cleaning staff.

### 2. Daily

1. Dust and spot clean boardroom and executive office furniture.
2. Damp-wipe counters and spot clean facings.

### 3. Weekly (Wednesday)

1. Dust and remove stains from all surfaces.
2. Dust empty stacks, shelves, pictures and wall hangings (excluding paintings and art objects).
3. Clean and polish boardroom and executive furniture.
4. Clean bases of free standing screens/office partitions.
5. Clean interior of closets.
6. Wash boot trays/boot shelves.
7. Clean glass and wood partitions.

### 4. Monthly (third week of each month)

1. Vacuum all upholstered furniture.
2. Remove spots, stains and gum from upholstered furniture.

### 1. Scheduled Cleaning Operations

1. Clean all leather, vinyl, leatherette and upholstered furniture as per Annex A.
2. Vacuum upholstered free standing screen/office partitions as per Annex A.

## 17: Blinds & Drapes

### 1. Scheduled Cleaning Operations

1. Dust or vacuum blinds as per Annex A.
2. Vacuum drapes as per Annex A.

3. Damp-wipe blinds as per Annex A.

## **18: Chalkboards & White Boards**

### **1. General**

1. **Cleaning staff shall not clean boards containing information.**

### **2. Daily**

1. Dry clean chalkboards.
2. Clean chalk troughs.
3. Vacuum erasers.
4. Dry clean white boards.

## **19: Waste Receptacles**

### **1. General**

1. Supply and install plastic bags of correct size when dirty or torn in waste receptacles.

### **2. Daily**

1. Empty and damp-wipe interior and exterior of waste receptacles.

### **3. Scheduled Cleaning Operations**

1. Wash and disinfect interior and exterior of waste receptacles as per Annex A.

## **20: Interior Glass**

### **1. Daily**

1. Remove tape and spot clean all door glass, partition glass, glass topped furniture, bookcase glass, mirrors, draft deflectors and display boards.

### **2. Monthly**

1. Clean mirrors and both sides of door glass.

### **3. Scheduled Cleaning Operations**

1. Clean both sides of partition glass as per Annex A.
2. Clean and polish both sides of bookcase glass doors, convex mirrors and draft deflectors as per Annex A.

## **21: Potable Water Fountains**

### **1. Daily**

1. Clean and disinfect.

## **22: Walls, Partitions, Baseboards & Ceilings**

### **1. Daily**

1. Spot clean walls and partitions.
2. Remove cobwebs from ceilings.

### **2. Weekly (Wednesday)**

1. Dust marble walls, columns and frames.
2. Spot clean fabric and carpeted walls, columns and partitions.
3. Dust baseboards, ledges and mouldings.

### **3. Scheduled Cleaning Operations**

1. Wash marble walls, columns, frames and baseboards as per Annex A.
2. Vacuum fabric and carpeted walls, columns and partitions as per Annex A.
3. Clean and polish wood paneled walls as per Annex A.

## **23: Doors & Door Frames**

### **1. Daily**

1. Spot clean doors and door frames.
2. Dust door grills.

### **2. Monthly (third week of each month)**

1. Clean push bars, kick plates and hand plates.
2. Damp-wipe
3. Wash door grills.

## **24: Emergency Fire Equipment**

### **1. Monthly (second week of each month)**

1. Clean interior and exterior of fire hose cabinets including glass and related equipment.
2. Clean and polish fire extinguishers.

## **25: Electronic Data Processing Areas**

### **1. General**

1. The contractor shall maintain antistatic floor tiles as per manufacturer's specification.

### **2. Daily**

1. Vacuum and damp mop entire floor area.
2. Vacuum and damp mop ramps.
3. Empty waste receptacles.
4. Clean washrooms as per clause 12.

### **3. Weekly (Friday)**

1. Wash and disinfect waste receptacles.
2. Clean doors and door frames.
3. Dust furniture and shelving.

### **4. Scheduled Cleaning Operations**

1. Clean interior and exterior of light fixtures including lenses as per Annex A.
2. Clean all air intake grills and air diffusers as per Annex A.

## **26: Contractor's Space**

### **1. General**

1. Maintain as per corresponding clauses in specification.
2. Keep all products and equipment neatly stored.
3. Maintain floors and fixtures as per clause 12 (washrooms).

### **2. Monthly (last week of each month)**

1. Wash walls and shelves.

## **27: Light Fixtures**

### **1. General**

#### **1. The following requirements apply to all areas of the interior of the buildings and are without height restrictions:**

1. Supply and replace all burnt-out tubes of bulbs, with identical types.
2. Supply and replace all flickering tubes.
3. Clean tubes, bulbs, lenses and the interior and exterior of light fixtures, while replacing tubes and bulbs.
4. Supply all equipment necessary when replacing tubes and bulbs.
5. The contractor is not responsible for replacing and supplying tubes or bulbs in units which form an integral part of the furniture, office equipment, specialized electrical apparatus and elevator cabs.
6. The contractor shall supply and replace all acrylic lenses broken when replacing or cleaning bulbs and tubes.

## **28: Freight Receiving**

### **1. Daily**

1. Maintain floors as per corresponding floor types in specification.

### **2. Weekly**

1. Clean doors and door frames.

### **3. Monthly (last week of each month)**

1. Dust walls and doors.

## **29: Garbage & Recycling Rooms**

### **1. General**

1. Garbage stored in plastic bags or waste receptacles must be placed at pickup point prior to scheduled garbage collection.

### **2. Daily**

1. Empty all garbage into bulk-lift units, garbage compactors, plastic bags or waste receptacles, depending on the system in use.
2. Sweep and damp mop floor after pickup.

### **3. Weekly (after garbage/recycling pickup)**

1. Wash and disinfect walls and floors.

## **30: Papersave, Recycling Containers & Multi-use Installations**

### **1. General**

1. All paper and cardboard shall be collected and placed in recyclable containers in the designated area.
2. No recyclable materials shall be disposed of as garbage.
3. Outdated phone books shall be collected and placed in designated containers.

### **2. Daily**

1. Remove garbage from recycling containers.
2. Collect recyclable paper/cardboard in high generation areas.

### **3. Weekly (Wednesday)**

1. Collect paper from recycling containers at desks.
2. Clean interior and exterior of the recycling containers and multi-use recycling installations.

**4. Twice Weekly (Tuesday and Friday)**

1. Collect recyclable materials from recycling containers and multi-use recycling installations and store in designated area.

**5. Monthly (last week of each month)**

1. Wash and disinfect the interior and exterior of the multi-use recycling stations.

<b>31: Additional Operations &amp; Frequencies</b>
--

**NOTE:** Clause 31 takes precedence over clauses 1 to 30 (**Section 2**). In addition to the services detailed in clauses 1 to 30, the Contractor shall perform the following:

**1. Reference to Clause 1 (Exterior)**

**1. Daily**

1. Damp wipe Security Access phone, key pads and handicap door openers.
2. Remove cobwebs from door entrances/exit lights fixtures, floor lights and camera lenses.

**2. Reference to Clause 6 (Carpeting and Rugs)**

**1. Daily**

1. Spot cleaning products shall be unscented unless authorized by the Project Authority.
2. It is imperative that spots and stains be removed daily using proper products and equipment. In addition, the contractor shall provide the removal methodology to the Project Authority for approval.

**3. Reference to Clause 7 (Walk-away Mats)**

**1. Bi-weekly (Twice per week)**

1. Walk off mats shall be pre-sprayed with a salt remover deemed suitable by the Project Authority, prior to the bi-weekly (twice per week) cleaning.
2. Clean walk off mats on Wednesday and Friday as per Clause 8, after **17:00**.

**2. Scheduled Cleaning**

1. Walk off mats shall be installed by the contractor using two sided tape if judged necessary by the Project Authority.
2. Walk off mats shall be removed and cleaned, both sides, by the contractor when doing scheduled work on floors; remove all tape residue on surfaces.

**4. Reference to Clause 16 (Kitchens, Kitchenettes, Lunchrooms and Rest Areas)**

**1. Daily**

1. The contractor shall be responsible for moving furniture while performing floor cleaning and scheduled operations.

**7. Boardrooms, Conference Rooms, Meeting Rooms**

**1. Daily**

1. Damp wipe furniture and A/V equipment daily.
2. Replace chairs accordingly around furniture.
3. Spot clean glass (doors and partitions) daily.

**8. Shredding Area**

**1. Daily**

1. Remove paper shredding from all floor surfaces.
2. Empty and/or replace bags when necessary.

**9. Laboratories (Cleaned Under Client Supervision)**

**1. Daily**

1. Clean touchless hand wash stations.

**ANNEX A**

<b>SCHEDULED CLEANING OPERATIONS</b>												
<b>OPERATION</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
Wet scrub and refinish floors		X						X			X	
Strip and refinish floors					X							
Wet scrub and refinish floors		X						X			X	
Strip and refinish floors					X							
Strip and seal unpainted concrete floors					X							
Clean all carpet and rugs using the dry foam and light hot water extraction method				X								
Clean carpets in high traffic areas using the dry foam and light hot water extraction method	X						X			X		
Wet scrub and refinish floors		X						X			X	
Strip and refinish floors					X							
Wet scrub and refinish floors								X				
Strip and refinish floors					X							
Strip and refinish terrazzo, marble and resilient surfaces				X						X		
Strip and seal unpainted concrete floors				X								
Vacuum ledges, top of partitions, shelving, exposed air ducts, pipes and tops of hanging light fixtures and conduit 1.8m or higher	X			X			X			X		
Clean all air intake grills and air diffusers				X						X		
Wet scrub and refinish resilient, terrazzo and marble floors	X						X			X		
Strip and refinish resilient, terrazzo and marble floors				X								
Strip and refinish vitreous and quarry tile floors				X								
Strip and seal concrete floors				X								
Wash ceilings			X									
Wash all walls			X									
Wet scrub and refinish resilient, terrazzo and marble	X											

floors												
Strip and refinish resilient, terrazzo and marble floors				X								
Strip and refinish vitreous and quarry tile floors				X								
Wet scrub and refinish floors	X						X			X		
Strip and refinish floors				X								
Wash walls			X									
Wet scrub and refinish floors	X						X			X		
Strip and refinish floors				X								
Wash floors			X									
Wet scrub and refinish floors	X						X			X		
Wash walls			X						X			
Strip and refinish floors				X								
Clean leather, vinyl, leatherette and upholstered furniture		X										
Vacuum upholstered free standing screens						X						
Dust or vacuum blinds	X								X			
Vacuum drapes					X							
Damp wipe blinds					X							
Wash and disinfect interior and exterior of waste receptacles			X									
Clean both sides of partition glass		X							X			
Wash marble walls, columns, frames and baseboards	X					X						
Vacuum fabric and carpeted walls, columns and partitions	X					X						
Clean and polish wood panelled walls				X						X		
Lift all elevated floor tiles to vacuum the sub-floor and the support railings					X							
Clean interior and exterior of light fixtures including lenses				X						X		
Clean all air intake grills and diffusers					X						X	
Clean and polish both sides of bookcase glass doors, convex mirrors and draft deflectors		X							X			



**Section 3**

**Definition of Terms and Quality Standards**

The definition of terms and quality standards described in Section 3 shall be strictly adhered to. All inspections made by the Project Authority shall be rated according to these quality standards.

**1. Definition of Term**

**1. Routine Cleaning**

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

**2. Patrol Cleaning**

All obvious trash and spillage shall be removed and dispensers replenished so that the area presents a neat appearance.

**3. Scheduled Operations**

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.

**4. Flight of Stairs**

Includes steps and risers situated between two floor levels including landing(s).

**5. Products**

Products consist of items such as light bulbs and fluorescent tubes, toilet tissue, paper hand towels, hand soap, deodorant blocks, plastic bags and sani-bags, as required for the performance of the work.

**6. 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.

**7. High Traffic Areas (includes)**

Entrance lobbies, elevator lobbies, corridors and traffic aisles in open office areas.

**8. Recycling Container and Multi-use Recycling Installations**

These containers and installations are used to collect recyclable materials such as metal, glass, plastics, styrofoam, paper, cardboard, etc...

**2. Quality Standards**

**1. Sweeping**

All floors shall be free of trash and soil.

**2. Hosing**

All floors shall be clean after scheduled hosing with no water accumulation in low areas.

**3. Dust Mopping**

All floors shall be free of dust film.

**4. Damp Mopping**

All floors shall be clean and free of surface stains, mop streaks and loose mop strands. Walls, baseboards and other surfaces shall be free of watermarks and splashing.

**5. Wash Floors**

All floors shall be free of dirt, stains, mop strands, splashing and cleaning solutions.

**6. Machine Scrub**

All floors shall be free of dirt, stains, mop strands and cleaning solutions.

**7. Spray Buffing**

All floors shall present an overall appearance of cleanliness, have a bright, resilient shine and be dust free.

**8. Buff Floors (restore)**

All floors shall present an overall appearance of cleanliness, have a shine and be dust free.

**9. Wet Scrub (recoat)**

All floors shall have an overall appearance of cleanliness; a deep clean look and a crisp even shine and shall be free of scrapes and marks.

**10. Strip and Refinish**

All floors shall present an overall appearance of cleanliness; a deep clean look and a crisp even shine and shall be free of scrapes and marks.

**11. Strip and Seal**

All floors shall present a clean appearance and shall be free of dirt, stains and marks.

**12. Vacuuming**

**1. Carpet**

All carpet surfaces present an overall appearance of cleanliness and shall be free of dust, dirt and soil.

**2. Walk-away Mats**

Walk-away mats shall be clean and free of dust, dirt and salt stains.

**3. Upholstered Furniture**

Upholstered furniture shall be free of dust, dirt and other debris.

**13. Stain Removal**

All carpets, walk-away mats and upholstered furniture shall have no visible stains and no discoloration after stain removal operations.

**14. Hot Water Extraction**

All carpets, walk-away mats and upholstered furniture shall be clean and free of dust, dirt, sand, slush, salt and water.

**15. Floor Grills**

All foot grills and recess pans shall present a clean appearance and be free of dirt, soil and trash.

**16. Notice Board and Fire Hose Cabinets**

All notice boards and fire hose cabinets, including glass, shall be free of dust and stains.

**17. Glass**

All glass shall be clean on both sides and free of streaks and finger marks.

**18. Stairs and Landings**

All surfaces shall present an overall appearance of cleanliness and be free of dirt, dust, streaks and trash.

**19. Elevators**

All elevator cab surfaces shall be free of dust, marks and soil. Walls, ceilings, floors, handrails and doors shall be free of soil film, producing a freshly washed appearance.

**20. Escalators**

All surfaces shall be free of dust, debris, finger marks and stains.

**21. Dusting**

**1. Furniture, fixtures and equipment**

All surfaces shall be free of dust, streaks and finger marks.

**2. High Dusting**

All surfaces shall be free of dust accumulation.

**3. Blinds and Drapes**

Blinds and drapes shall be free of dust, cobwebs, water marks and loose soil.

**22. Metal Surfaces**

All metal surfaces shall be free from marks, stains and have a clean shine.

**23. Washrooms**

1. All washrooms shall have a clean scent and no odour. All surfaces shall be free of stains, water marks and shall be clean and bright.
2. All waste and sanitary receptacles shall be empty, clean and all dispensers replenished.

**24. Waste Receptacles**

All waste receptacles shall be empty and the exterior surface wiped clean.

**25. Chalkboards and Whiteboards**

All surfaces shall be wiped clean and the chalk tray shall be clean and free of dust.

**26. Sand Urns and Ashtrays**

All trash shall be removed from urns and ashtrays and surfaces shall be clean with no visible stains or build-up.

**27. Potable Drinking Fountains**

All surfaces shall be free of spots, stains and streaks.

**28. Air Grills and Air Diffusers**

All air grills and air diffusers shall present a clean surface free of dirt, grime, stains, streaks, dust and cobwebs.

**29. Light Fixtures**

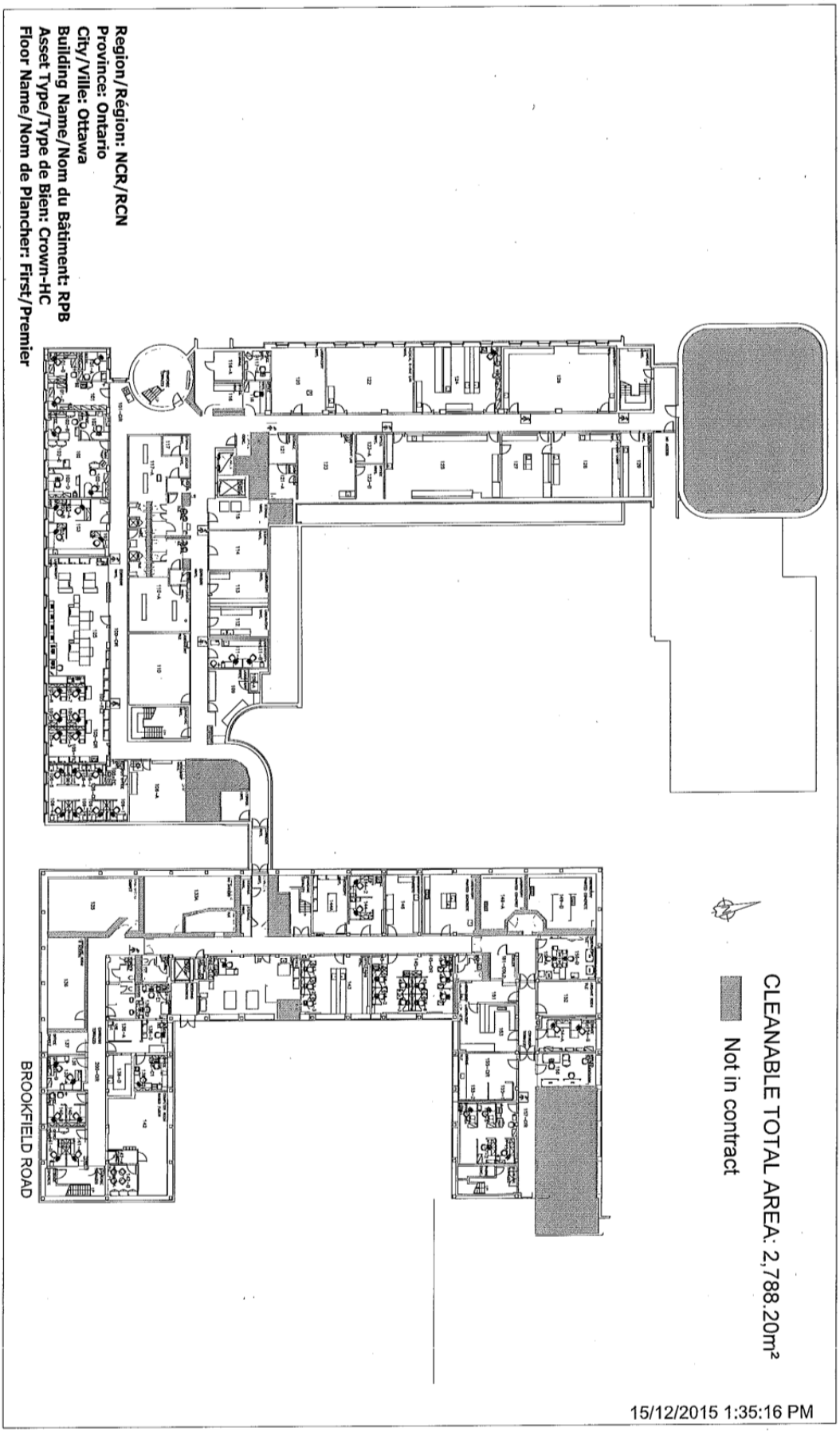
All light fixtures shall be free of dust, dirt, stains and streaks.

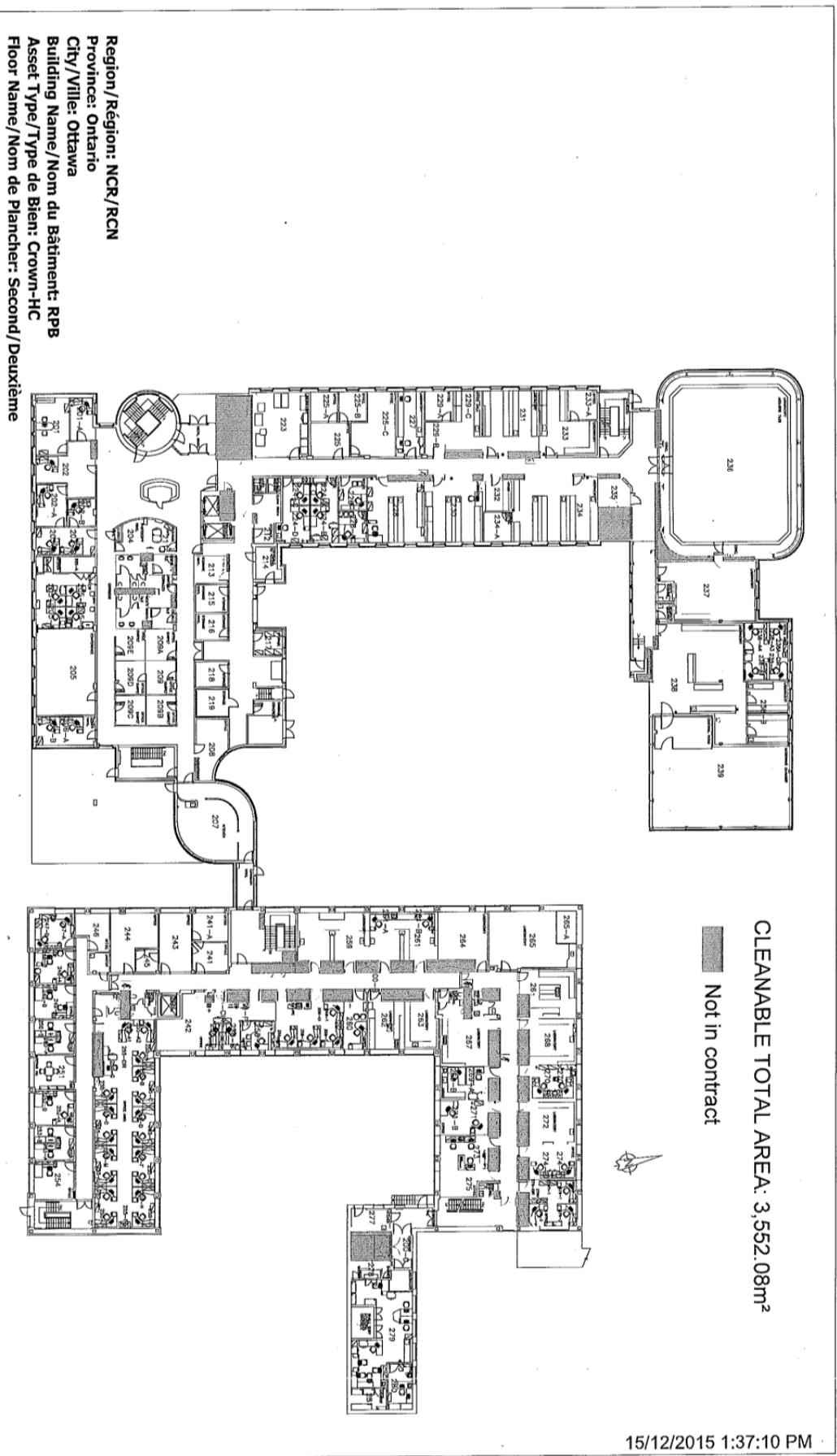
**30. Garbage/Recycling Rooms**

Garbage/recycling rooms shall be clean and free of odours.

**31. Contractor Space**

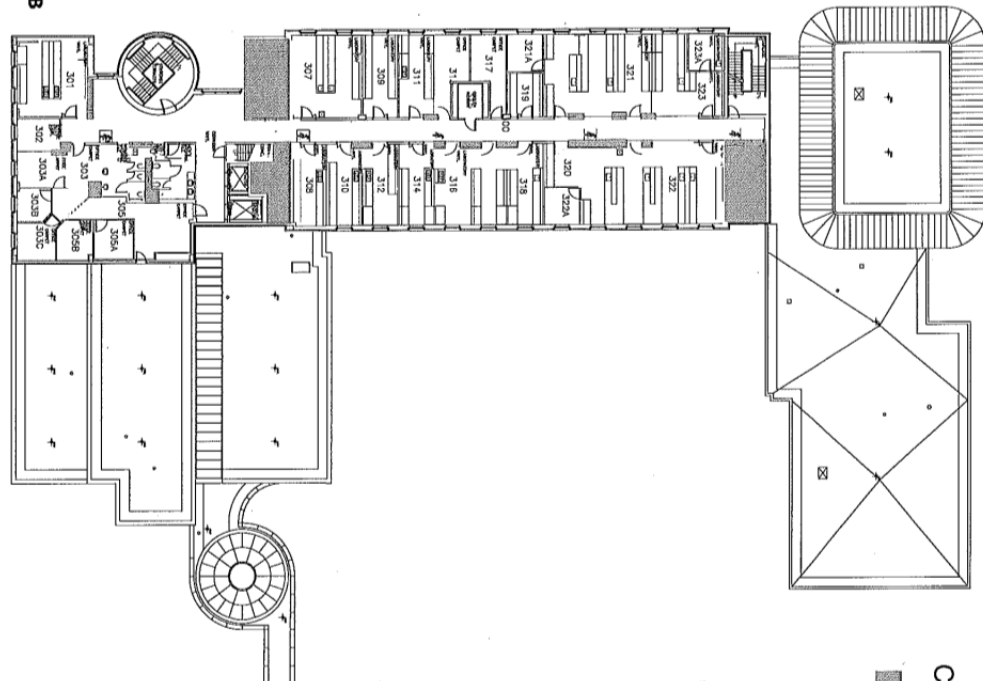
All surfaces shall be free of waste paper, garbage, dust, stains, and free of odours.





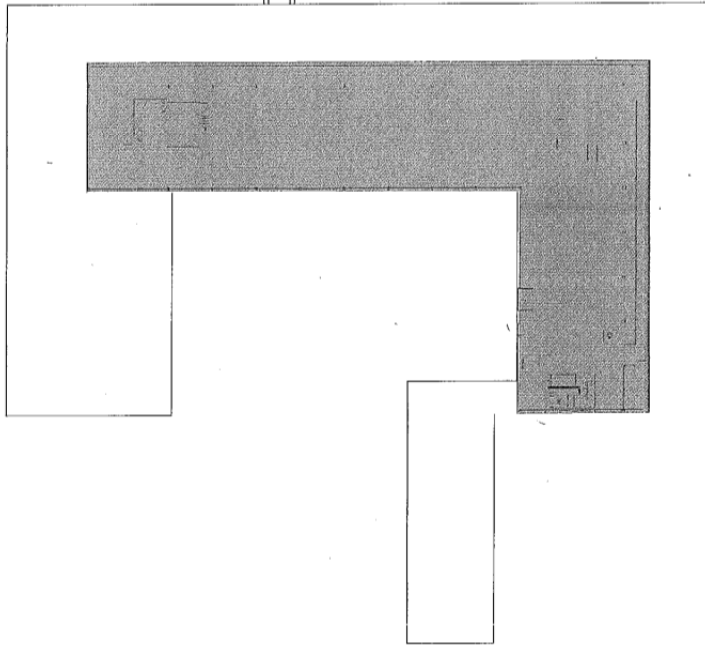
Region/Région: NCR/RCN  
Province: Ontario  
City/Ville: Ottawa  
Building Name/Nom du Bâtiment: RPB  
Asset Type/Type de Bien: Crown-HC  
Floor Name/Nom de Plancher: Second/Deuxième

PSPC / SPAC - Geomatics Services Géomatiques



CLEANABLE TOTAL AREA: 893.98m<sup>2</sup>

■ Not in contract



Region/Région: NCR/RCN  
Province: Ontario  
City/Ville: Ottawa  
Building Name/Nom du Bâtiment: RPB  
Asset Type/Type de Bien: Crown-HC  
Floor Name/Nom de Plancher: Third/Troisième

PSPC / SPAC - Geomatics Services Géomatiques

15/12/2015 1:38:33 PM

**ANNEX B – BASIS OF PAYMENT****1. BASIS OF PAYMENT**

- 1.1.** Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed \$\_\_\_\_\_ inclusive of all expenses, customs and duties, and applicable taxes.
- 1.2.** All prices and amounts of money in the Contract are exclusive of the Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any HST paid or due.
- 1.3.** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:
- a. when it is seventy five percent (75%) committed, or
  - b. four (4) months prior to the Contract expiry date, or
  - c. if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

## 2. PRICE BREAKDOWN

### MONTHLY MILESTONE PAYMENTS

The schedule of milestones for which payments will be made in accordance with the Contract is as follows. These amounts do not include GST/HST.

Schedule of Milestones	Firm Monthly Rate	NUMBER OF MONTHS	Firm amount
#1. JUNE 1, 2016 TO MAY 31, 2017		12	\$_____
#2. JUNE 1, 2017 TO MAY 31, 2018		12	\$_____
#3. JUNE 1, 2018 TO MAY 31, 2019		12	\$_____
	<b>Subtotal</b> (excluding GST/HST)		\$_____
	<b>HST</b>		\$_____
	<b>TOTAL</b>		\$_____



## ANNEX C – SECURITY REQUIREMENTS

### 1. CONTRACT SECURITY CLAUSES

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000179433**

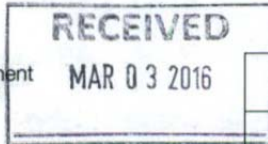
1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror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

### 2. SECURITY REQUIREMENTS CHECKLIST (SRCL)

**SEE THE FOLLOWING PAGES**



Government of Canada / Gouvernement du Canada



Contract Number / Numéro du contrat

1000179433

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Health Canada / Direction générale ou Direction CSB / RPSD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide Janitorial services including all labour, material and equipment for Health Canada & Public Health Agency, located at the Radiation Protection Building, Ottawa, ON per Specifications.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000179433
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :  No  Yes / Non  Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes / Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes / Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes / Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes / Non  Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes / Non  Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes / Non  Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes / Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes / Non  Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

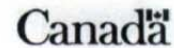
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 1000179433
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Bouvier Belanger, Yves	Title - Titre Property & Facility Manager	Signature 
Telephone No. - N° de téléphone 613-614-7181	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel yves.bouvierbelanger@hc-sc.gc.ca
		Date 2016-03-03

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) BLAIR, Curtis	Title - Titre Sr. Training & Awareness Officer	Signature 
Telephone No. - N° de téléphone 613-946-7752	Facsimile No. - N° de télécopieur 613-941-2396	E-mail address - Adresse courriel curtis.blair@hc-sc.gc.ca
		Date 2016-03-03

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) SPERO, Brian	Title - Titre Senior Procurement Contracting Officer	Signature 
Telephone No. - N° de téléphone 613-608-7081	Facsimile No. - N° de télécopieur 613-954-9393	E-mail address - Adresse courriel brian.spero@hc-sc.gc.ca
		Date 2016-03-03

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature 
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date 03-MARCH-2016

Jacques Saumur  
Contract Security Officer, Contract Security Division  
Jacques.Saumur@tpsgc-pwgsc.gc.ca  
Tel/Tél - 613-948-1732 / Fax/Télé - 613-954-4171

The Bidders are subject to the following clause from the PWGSC SACC.

**2.7 Ontario Labour Legislation - Bid** ([A0075T, 2014-06-26](#))

1. In accordance with the requirements of section 77(1) of the *Employment Standards Act*, 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:
  - a. the employee's job classification or job description;
  - b. the wage rate actually paid to the employee;
  - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
  - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
  - e. the date on which the employer hired the employee;
  - f. any period of employment attributed to the employer under section 10 of the Act;
  - g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
  - h. a statement indicating whether either of the following subparagraphs applies to the employee:
    - i. The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
      1. The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.
      2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
      3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
      4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.

5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
6. Bidders who require clarification or further information may contact the local Ontario Ministry of Labour Offices found at <http://www.labour.gov.on.ca/english/feedback/index.php>

**The following clause A0075C (2014-11-27) from the PWGSC SACC is hereby part of the terms and conditions of the resulting contract.**

1. The Contractor must keep records of its employees up to date and provide, within seven (7) days following a request from the Contracting Authority, the following information for each employee as provided for in section 77(2) of the *Employment Standards Act*, 2000, S.O. 2000, c. 41, and in *Ontario Regulation 287/01*:
  - a. the employee's name, residential address and telephone number;
  - b. the employee's job classification or job description;
  - c. the wage rate actually paid to the employee;
  - d. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
  - e. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
  - f. the date on which the employer hired the employee;
  - g. any period of employment attributed to the employer under section 10 of the Act;
  - h. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
  - i. a statement indicating whether either of the following subparagraphs applies to the employee
    - i. The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
    - ii. The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.



## **Security Requirements**

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2. In addition to the above information, the Contractor must provide, within seven (7) days following a request from the Contracting Authority, an up-to-date copy of the collective agreement regarding the employees at the premises or, if no collective agreement exists for these premises, a copy of the union certificate regarding these employees or, if no union certificate was issued, a copy of any pending union application if it exists.
3. The Contractor must immediately provide the Contracting Authority with updated information if changes occur between the date the information requested by the Contracting Authority is provided and the expiry date of the Contract.
4. The Contracting officer will provide the information described above, with the exception of 1.(a) to potential bidders for a future contract for those services relating to the premises.