



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Janitorial Services	
Solicitation No. - N° de l'invitation W6853-181003/B	Date 2018-12-21
Client Reference No. - N° de référence du client W6853-181003	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-014-11518	
File No. - N° de dossier EDM-8-41104 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-02-04	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lau, Chris	Buyer Id - Id de l'acheteur edm014
Telephone No. - N° de téléphone (780) 566-2195 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE JTF (N) EVANS BUILDING PO 4816 49 STREET BOX 6666 YELLOWKNIFE Northwest Territories Y1A2R3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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

This bid solicitation cancels and supersedes previous bid solicitation number W6853-181003/A dated 2018-10-31 with a closing of 2018-12-11 at 02:00 PM MST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements, and the DND 626 Task Authorization Form.

1.2 Summary

For the supply of all labour, material, equipment, tools, transportation and supervision necessary to provide janitorial services at the Trinity building at 115 Archibald Street, Yellowknife, Northwest Territories and Kam Lake DND site at 3 Coronation Drive, Yellowknife, Northwest Territories.

The period of the Contract is for three (3) years from contract award and up to three (3) additional one (1) year periods under the same conditions.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

This procurement is subject to the following Comprehensive Land Claims Agreement:

- Tlicho Land Claims and Self-Government Agreement.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

BRU: Western Region Bid Receiving Unit (Edmonton)
Address: 5th Floor, ATB Place Tower, 10025 Jasper Avenue
Edmonton, AB T5J 1S6

E-post Connect: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca
Bids/Offer will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: 780-497-3510

2.3 Former Public Servant (*To be filled in by bidder*)

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

Definitions

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

- a. an individual;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "H" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "H" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual Clauses [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and given no further consideration:

1. Compliance with the terms and conditions contained in this document.
2. Ability to perform the full scope of the work, as described in Annex "A".

Tlicho Land Claims and Self-Government Agreement

In this requirement, it is not mandatory for Bidders to include the Aboriginal Opportunity Considerations (AOC) as part of their proposal.

This procurement is subject to the **Tlicho Land Claims and Self-Government Agreement**.

Bidders are requested to maximize Aboriginal employment, subcontracting and on-the-job training opportunities, and involve Aboriginal citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a). http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mōwhì Gogha Dè Nīītāèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“deliveries to” means “goods delivered to, and services performed in”.

4.1.2 Financial Evaluation

The total overall bid price will be calculated as follows:

- a) The firm unit price for each item will be multiplied by its respective estimated annual usage to determine the Total Extended Price for each year.
- b) The total extended prices for each year will be added together to obtain the total assessed bid price.

4.2 Basis of Selection - Highest Combined Rating of Technical AOC Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of "0" points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
Combined Rating		83.84	75.56	80.89	
Overall Rating		1st	3rd	2nd	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$1,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.

7.1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "F". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DND626. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, **hold a valid Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
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 Annex "C";
 - b) *Industrial Security Manual* (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of _____ to _____. (will be inserted at contract award)

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement:

- Tlicho Land Claims and Self-Government Agreement.

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christopher Lau
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 5th Floor, ATB Place North Tower

Telephone: 780-566-2195
Facsimile: 780-497-3510
E-mail address: christopher.lau@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority (*To be released at contract award*)

The Project Authority for the Contract is: (will be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative (*To be filled in by bidder*)

Name: _____
Title: _____
Organization: _____

Solicitation No. - N° de l'invitation
W6853-181003/B
Client Ref. No. - N° de réf. du client
W6853-181003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-411104

Buyer ID - Id de l'acheteur
edm014
CCC No./N° CCC - FMS No./N° VME

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

For the Work described in item 1 and 3 of the Basis of Payment in Annex "B":

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

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

For the Work described in item 2, 4 and 5 of the Basis of Payment in Annex "B":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 SACC Manual Clause

H1000C (2008-05-12), Single Payment
H1008C (2008-05-12), Monthly Payment
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification
C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verification

7.8 Invoicing Instructions

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

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirement Check List;
- (f) Annex "D", Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) Annex "F", Task Authorization Usage Report;
- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 SACC Manual Clauses

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

PART 1 - GENERAL INSTRUCTIONS AND REQUIREMENTS

1.1 General

1.1.1 PWGSC Contract Documents shall be read in conjunction with this specification and shall have precedence over this specification.

1.2 Scope of Work

1.2.1 This contract is for the supply of all labour, materials, products and equipment required to perform janitorial services and related work at DND buildings in Yellowknife, in the locations and buildings specified in paragraph 3.1 in Part 3. Also, see the Appendixes for a detailed listing of areas and tasks in each location.

1.3 Standard of Work

1.3.1 Work shall be done in accordance with the applicable sections of the Canadian General Standards Board (<https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>), and to a scope and intensity as required to maintain both the appearance and actual cleanliness of an area to the Project Authority's satisfaction.

1.3.2 The Project Authority shall decide if work is being performed satisfactorily, using the Quality Standards, attached hereto. (Kitchens and medical clinic areas require a higher standard of cleanliness than offices, and offices higher than storage rooms).

1.4 Definitions

1.4.1 Project Authority –Project Authority or his authorised representative at RP Ops detachment Yellowknife.

1.4.2 Work Day - a workday under this contract shall be contained between 08h00 and 16h00. The Contractor shall propose in writing the regular workday for each site/building. The workday need not be the same for all sites/buildings, nor for each day of the week. Also, DND will require that some sites/buildings have all or part of the work done during the AM and/or PM, due to restricted or no access after normal business hours. The selection of workdays by the Contractor (once approved by the Project Authority) forms the basis of the "Approved Work Schedule".

1.4.3 Approved Work Schedule - the regular hours of work and the areas done during those regular hours. The Schedule shall list all work to be completed (daily, weekly, monthly, etc.). The Schedule shall be prepared in writing within 30 days of award by the Contractor, and approved by the Project Authority, provided it meets DND requirements under this contract.

1.4.4 Routine Work - Work done as per the Contractor's normal workday, as defined under the Approved Work Schedule. Such work shall be included in the flat rate for the site/building.

1.4.5 After-hours work - Work requested by DND with at least 48 hours notice, that is to be done outside the normal Contractor workday (as determined under the Approved Work Schedule). Such work shall be charged at the applicable After-hours hourly rate.

1.4.6 Emergency Work - work requested by DND with less than 48 hours notice. Such work shall be charged at the applicable Emergency hourly rate.

1.4.7 Extra Work - work done at any time during the workday that requires additional staff to complete in the time allocated by DND. (For example, if DND requires that the an office space be cleaned in 1 hour vice the 2 hours that might be in the Contractor's Approved Work Schedule, the Contractor would likely need to bring in twice as many personnel to accomplish the work in the time allotted). Such work shall be charged on a person-hour basis during Routine Work hours, or at the After-hours rate or the Emergency Work rate if applicable.

1.4.8 Spot Cleaning - cleaning of an area by removing obvious dirt, stains, marks, minor debris (paper clips, paper punch-outs, etc.) and the like, so that the area appears to the Project Authority on first glance as clean as it would if it had just been thoroughly cleaned using washing/ scrubbing/ vacuuming.

1.4.9 Normal Business Day (NBD)

1.4.9.1 DND's Normal Business Day: 08:00 to 16:00 Monday to Friday (excluding statutory holidays).

1.4.9.2 Contractors' Normal Business Day: this is defined by the Approved Work Schedule. It is comprised of the timings selected by the Contractor as needed to perform all the scheduled tasks, provided that those timings shall be contained within 08:00 and 16:00 every day of the week (including statutory holidays). For clarity, the Contractor's NBD is fixed by the Approved Work Schedule, and shall be varied only with written approval of the Project Authority.

1.5 Calculation of Charges

1.5.1 Normal monthly charges include all work covered by the Approved Work Schedule.

1.5.2 Based on the Contractor's Approved Work Schedule, the After-hours rate (or the Emergency rate, if applicable) is chargeable when work is requested by DND in the part of the workday that is not part of the Contractor's normal workday, or when additional work is requested that results in the Contractor requiring their personnel to work outside the Approved Work Schedule times in order to complete all the work required on that day (including the routine work). This means that, for example, the After-hours rate (or the Emergency rate) could be chargeable for work done in the morning, if the Contractor's normal workday for that site/building is the afternoon and/or evening.

1.5.3 The following shall not result in additional charges to DND:

1.5.3.1 Work done during times that are a result of changes to the Approved Work Schedule that were requested by the Contractor, and

1.5.3.2 Work done outside the normal hours of the Approved Work Schedule that DND did not request be done outside the normal Approved Work Schedule hours.

1.6 Changes to the Scope of Work

1.6.1 Work may be added to (or removed from) this contract via written notice to the Contractor, without necessarily causing a renegotiation of the terms of this contract. Any renegotiation of the terms of the Contract will be done by PWGSC on behalf of DND.

1.6.2 Changes to the Approved Work Schedule may be initiated by the Project Authority or the Contractor, and must be accepted in writing by the other party to be valid.

1.7 Contractor Transportation

1.7.1 The Contractor is responsible for the provision of transportation of all Contractor personnel to, from, and between all sites and buildings.

1.8 Contractor's On-site Representative

1.8.1 The Contractor shall appoint on-site personnel who shall be able to make binding on-site decisions on the Contractor's behalf within one hour of being asked for a decision. Such personnel shall be on-site at all times during scheduled work.

1.9 Security Requirements for Contractor

1.9.1 Contractor and Contractor's personnel shall abide by all security regulations of JTFN HQ Yellowknife. (Regulations which affect the Contractor's ability to perform the work under this contract will be considered under Changes to the Scope of Work, para 1.6 above).

1.9.3 Level 1 security (Reliability status) is required for all Contractor personnel assigned to clean the Trinity building and Kam Lake site.

1.10 Personnel Requirements for Contractor

1.10.1 The Contractor shall provide a current list of all personnel, including part time, who are or may be employed in DND facilities. The list shall include the full name, address, and telephone number of all listed personnel.

1.10.2 The Contractor's employee list shall include at least one backup person (to cover for illness, vacation, extra workload). Such personnel will be so identified on the list, so that DND may contact them in the event the Contractor and/or the Contractor's On-site Representative cannot be contacted on a particular day.

1.11 Substandard Performance by Contractor Personnel

1.11.1 The Contractor shall, at the request of the Project Authority, remove Contractor personnel from the site who, in the opinion of the Project Authority, are incompetent or who have been conducting themselves improperly.

1.11.2 Costs and adjustments to workforce as a result of such personnel removal are the responsibility of the Contractor, and no additional charges shall be attributed to DND as a result of such removal.

PART 2 –GENERAL JANITORIAL REQUIREMENTS

2.1 Specific Scope of Work

2.1.1 (See paragraph 3.1 in Part 3 for the specific sites covered by this Specification)

2.1.2 Part 3 (the Appendixes) also contains a detailed listing of areas and tasks in each location.

2.2 Work Schedule

2.2.1 The Contractor shall provide to the Project Authority within 30 days after contract award a draft Work Schedule, based on the routine work needed, and the normal business day selected by the Contractor (subject to limitations set out in this contract). Once approved by the Project Authority, this draft Work Schedule becomes the Approved Work Schedule.

2.2.2 The Project Authority is the approval authority for any and all changes to the Approved Work Schedule. Problems encountered by the Contractor in following the schedule shall be reported to the Project Authority as soon as possible.

2.3 Hours of Work

2.3.1 All work under this contract shall be completed between 08h00 and 16h00, in accordance with the Approved Work Schedule, which itself incorporates the limitations detailed in Part 3 (the Appendixes).

2.3.2 Lunchrooms areas, canteens/cafeteria, and other areas designated for food consumption are not to be cleaned from 11h00 to 13h00 (11 AM to 1 PM) during normal business days.

2.4 Detailed Cleaning Lists

2.4.1 The Appendixes list in detail the work that is to be done, and when it is to be done (periodicity). Note that the Appendixes are not necessarily all-inclusive. Items may be added to (or removed from) the lists without necessitating a renegotiation of the terms of this contract.

2.5 Documents

2.5.1 The Project Authority will maintain the following at each building/ site:

2.5.1.1 Copy of Approved Work Schedule; and

2.5.1.2 Building Sign-In Log if applicable

2.5.2 The Contractor will maintain the following at each building/ site:

2.5.2.1 Material Safety Data Sheets (MSDSs); and

2.5.2.2 Current listing of all Contractor personnel who work, or may work, at the building / site.

2.6 Access to Work Site

2.6.1 The Contractor shall be subject to any orders the Project Authority may impose, such as restricting access to specific buildings during certain hours, whether temporarily or for the duration of the contract.

2.6.2 The Contractor is not required to clean areas that are not available for cleaning on any one particular workday, if the area is not available due to reasons beyond the Contractor's control. The Contractor will notify the Project Authority immediately that an area is not available (this notification does not apply to offices; the Contractor is not required to advise the Project Authority which offices could not be cleaned because their doors were locked). The Contractor will suggest to the Project Authority when the work can be done.

2.6.3 In the event of a locked building, the Contractor shall advise the Project Authority immediately, to ensure that the Contractor is not held responsible for the work not being done in that building.

2.6.4 Work not done due to actions by DND (e.g. locked buildings, locked offices/rooms/doors, etc.) will not be deducted from the normal monthly charges, unless:

2.6.4.1 the work could reasonably have been accomplished at other times (between 08h00 and 16h00, with due consideration for additional charges based on the Contractor's Approved Work Schedule), and

2.6.4.2 the work was requested to be done during those other times by DND, and

2.6.4.3 the work was not done as requested.

2.7 Notification of Required Work

2.7.1 The Contractor shall perform changes to workload or work scheduling when advised by DND, not less than 48 hours in advance of the time requested by DND for the change. Additional charges, if any, shall be in accordance with the terms of this contract. (For example, DND requests the offices be cleaned during a time that is outside the Contractor's NBD, thus the work is defined as After Hours Work, per

1.4.5. Also possible would be work done during the Contractor's NBD, but in half the normally allotted time, and would therefore be considered as Extra Work, per 1.4.7.)

2.7.2 The Contractor shall perform changes to workload or work scheduling advised less than 48 hours in advance at a time of day selected by the Contractor. Additional charges may apply in accordance with the terms of this contract.

2.8 Emergency Work

2.8.1 The Contractor shall be on call 24/7/365 to provide emergency janitorial services, and shall be prepared to respond to emergency call-outs with four hours notice.

2.8.2 Only the Project Authority can authorize emergency work.

2.9 Extra Work

2.9.1 Charges for extra work shall be in accordance with the terms and conditions of this contract.

2.9.2 Only the Project Authority can authorize Extra work.

2.10 Inspections

2.10.1 Throughout the duration of this contract, the Project Authority may conduct periodic inspection of all facilities covered under this contract. If requested by the Project Authority and with at least one days' notice, the Contractor shall accompany the Project Authority. Should the work be considered as unsatisfactory to meet the standard, the Contractor must correct the faults as recorded at no additional cost to the crown and at the same time continue to provide the normal Contract requirements. A re-inspection by the Project Authority will occur to ensure that the building has been brought up to standard.

2.11 Storage

2.11.1 The Project Authority will allocate storage rooms or areas in each building (if available) for the Contractor's exclusive use, for the storage of Contractor equipment, products and materials.

2.12 Products and Materials

2.12.1 The Contractor shall supply all products and materials required to perform the work required under this contract.

2.12.2 Products and materials shall meet or exceed applicable standards of the Canadian General Standards Board (CGSB) and other applicable reference standards.

2.12.3 All products and materials shall have MSDS/WHMIS information (if applicable) available at the building/site, and a copy of the MSDS/WHMIS information shall be provided to the Project Authority.

2.12.4 DND shall provide water and electricity free of charge to the Contractor for the work required under this contract.

2.13 Equipment and Machinery

2.13.1 All equipment and machinery used shall comply with the applicable governing standard.

2.13.2 All cleaning machinery and equipment shall be properly maintained to manufacturer's standards or better. The Contractor shall immediately replace any equipment that the Project Authority deems is improperly maintained, or deems is not functioning properly and safely.

2.14 Related Tasks

2.14.1 When desks or other office/kitchen furniture and appliances must be moved to facilitate work under this contract, such movement shall be the Contractor's responsibility, including notification to occupants in advance (by posting notices, approved by the Project Authority). After cleaning, all items that were moved must be replaced to their original position.

2.15 Special Requirements

2.15.1 Carpet, Rugs, Drapes. In addition to periodic cleaning (as per Part 3), rugs, carpets and drapes shall be spot cleaned. Where spots or stains cannot be removed by normal means, they shall be reported to the Project Authority in writing.

2.15.2 Kitchen and Washrooms. Floors and walls in kitchen areas and all washroom surfaces shall be cleaned with a germicidal soap cleaning solution.

PART 3 – SITE-SPECIFIC DETAILS

3.1 Specific Scope of Work

3.1.1 The scope of work under this contract is limited to the provision of the services stated at paragraph 1.2 of Part 1 for:

3.1.1.1 The Trinity building at 115 Archibald Street, Yellowknife, NT.

3.1.1.2 Kam Lake DND site at 3 Coronation Drive, Yellowknife, NT.

3.2 Appendix A – Kam Lake Sites – Bay 5 and 6

3.2.1 Limitations on Hours of Work

3.2.1.1 The Approved Work Schedule shall schedule all routine work in the areas defined below to be completed between 08h00 and 16h00, every day of the week.

3.2.2 Areas

1st and 2nd Floor - approximately 220m². Washroom on the first floor will be included. Warehouse/Bay areas are not included and should not be cleaned. Partial floorplans for this building can be found in Annex 'C'.

3.2.3 Fixtures and Appliances

3.2.3.1 Bathroom Fixtures

3.2.3.1.1 Toilets - 3

3.2.3.1.2 Sinks – 3

3.2.3.2 Kitchen Appliances

3.2.3.2.1 Refrigerators - 1

3.2.3.2.2 Sinks - 1

3.2.4 Listing of Cleaning Periodicity

3.2.4.1 Daily

3.2.4.1.1 Clean rubber mats, and door grates

3.2.4.1.2 Empty waste baskets and replace plastic garbage bags in bathrooms, hallways and kitchen areas

3.2.4.1.3 Remove all garbage to outside

3.2.4.1.4 Spot-clean and spot-vacuum carpets

3.2.4.1.5 Sweep and spot-clean non-carpeted areas

3.2.4.1.6 Damp-wipe handrails

- 3.2.4.1.7 Spot-clean all vertical surfaces (e.g. walls, doors and frames, windows and mirrors)
- 3.2.4.1.8 Clean, and disinfect bathrooms (toilet seats, basins, taps, mirrors, floor, etc.)
- 3.2.4.1.9 Replenish bathroom supplies (soap, hand towels, toilet paper, facial tissues)
- 3.2.4.1.10 Wash kitchen sink and counter tops

3.2.4.2 Weekly

- 3.2.4.2.1 Dust notice boards
- 3.2.4.2.2 Dust and wipe high ledges, tops of partitions, and exposed pipes to 2.5 meters (approx 8 feet) high
- 3.2.4.2.3 Sweep and damp-mop all non-carpeted flooring (includes stairwells and offices)
- 3.2.4.2.4 Wash window ledges
- 3.2.4.2.5 Vacuum all carpeting

3.2.4.3 Monthly

- 3.2.4.3.1 Scrub down washroom walls and ceilings, including shower stalls if applicable, using anti-mould cleaner
- 3.2.4.3.2 Wash the insides and the outsides of garbage cans and other waste receptacles that are used in the kitchen
- 3.2.4.3.3 Wash the inside and the outside of the washroom waste containers
- 3.2.4.3.4 Wash stairwell treads and risers (vertical part of stairs)
- 3.2.4.3.5 Wash doors and door frames

3.2.4.4 Quarterly

- 3.2.4.4.1 Dust light fixtures (under 8-ft in height)
- 3.2.4.4.2 Vacuum or damp-wipe air grills in washrooms and all other areas
- 3.2.4.4.3 Wash front entrance vestibule glass walls, doors and ceiling using glass cleaner for all glazed surfaces

3.2.4.5 Annually

- 3.2.4.5.1 Wash kitchen ceiling
- 3.2.4.5.2 Wash all hallway walls and baseboards
- 3.2.4.5.3 Clean behind and under fridges and stove
- 3.2.4.5.4 Wash kitchen walls

3.3 Appendix B – Trinity building

3.3.1 Limitations on Hours of Work

- 3.3.1.1 The Approved Work Schedule shall schedule all routine work in the areas defined below to be completed between 08h00 and 16h00, Monday to Friday.
- 3.3.1.2 Work required at other times shall be requested only by the Project Authority.

3.3.2 Areas

- 3.3.2.1 1st and 2nd Floor – approximately 400m². Hangar area (including attached adjacent room), server room and mechanical/electrical/tank room are not included and should not be cleaned. Partial floorplans for the building, excluding the hangar area, can be found in Annex 'C'.

3.3.3 Fixtures and Appliances

3.3.3.1 Bathroom Fixtures

- 3.3.3.1.1 Toilets - 5
- 3.3.3.1.2 Showers - 1
- 3.3.3.1.3 Sinks - 5

3.3.3.2 Kitchen Appliances

- 3.3.3.2.1 Stoves - 1
- 3.3.3.2.2 Refrigerators - 1
- 3.3.3.2.3 Sinks - 1

3.3.4 Listing of Cleaning Periodicity

3.3.4.1 Daily

- 3.3.4.1.1 Clean rubber mats, and door grates
- 3.3.4.1.2 Empty waste baskets and replace plastic garbage bags in bathrooms, hallways and kitchen areas
- 3.3.4.1.3 Remove all garbage to outside
- 3.3.4.1.4 Spot-clean and spot-vacuum carpets
- 3.3.4.1.5 Sweep and spot-clean non-carpeted areas
- 3.3.4.1.6 Damp-wipe handrails
- 3.3.4.1.7 Spot-clean all vertical surfaces (e.g. walls, doors and frames, windows and mirrors)
- 3.3.4.1.8 Clean, and disinfect bathrooms (toilet seats, basins, taps, mirrors, floor, etc.)
- 3.3.4.1.9 Replenish bathroom supplies (soap, hand towels, toilet paper, facial tissues)
- 3.3.4.1.10 Wash kitchen sink and counter tops

3.3.4.2 Weekly

- 3.3.4.2.1 Dust notice boards
- 3.3.4.2.2 Dust and wipe high ledges, tops of partitions, and exposed pipes to 2.5 meters (approx 8 feet) high
- 3.3.4.2.3 Sweep and damp-mop non-carpeted flooring (includes stairwells and offices)
- 3.3.4.2.4 Wash window ledges
- 3.3.4.2.5 Vacuum all carpeting

3.3.4.3 Monthly

- 3.3.4.3.1 Scrub down washroom walls and ceilings, including shower stalls if applicable, using anti-mould cleaner
- 3.3.4.3.2 Wash the insides and the outsides of garbage cans and other waste receptacles that are used in the kitchen
- 3.3.4.3.3 Wash the inside and the outside of the washroom waste containers
- 3.3.4.3.4 Wash stairwell treads and risers (vertical part of stairs)
- 3.3.4.3.5 Wash doors and door frames

3.3.4.4 Quarterly

- 3.3.4.4.1 Dust light fixtures (under 8-ft in height)
- 3.3.4.4.2 Vacuum or damp-wipe air grills in washrooms and all other areas
- 3.3.4.4.3 Wash front entrance vestibule glass walls, doors and ceiling using glass cleaner for all glazed surfaces

3.3.4.5 Annually

- 3.3.4.5.1 Wash kitchen ceiling
- 3.3.4.5.2 Wash all hallway walls and baseboards
- 3.3.4.5.3 Clean behind and under fridges and stove
- 3.3.4.5.4 Wash kitchen walls

PART 4 – QUALITY STANDARDS

4.1 Cleaning: General

- 4.1.1 All surfaces and objects specified in the contract shall be free of dust, stains, spills, debris and soil immediately after cleaning operation.
- 4.1.2 Machinery and equipment shall not block a passageway, or present a trip hazard.
- 4.1.3 Where required, caution signs shall be placed adjacent to the affected area on all approaches.
- 4.1.4 Furnishings moved by cleaners shall be relocated to their original location.

4.2 Spot Cleaning

- 4.2.1 All affected areas shall be clear of stains, streaks and soil.

4.2.2 All over-spray from spray applicators shall be wiped clean from all surfaces.

4.3 Sweeping

4.3.1 All Floor areas including open areas and flooring around furniture legs and into corners shall be free of dirt and litter.

4.4 Hosing

4.4.1 All areas are clean of dirt, mud and debris with no water ponding.

4.4.2 Equipment is removed and stored immediately after use.

4.5 Dust Mopping

4.5.1 All Floor areas including open areas and flooring around furniture legs and into corners shall be free of debris and dust film.

4.6 Damp Mopping

4.6.1 Floor areas including open areas and flooring around furniture legs and into corners shall be clean and free of surface stains, soil, mop streaks, loose mop strands and water spotting.

4.6.2 Walls, baseboards and other surfaces shall be free of splash marks.

4.6.3 Start with clean water and mop.

4.6.4 Sweep or dry mop immediately before damp mopping.

4.7 Wash Floors

4.7.1 All standards outlined in paragraph 4.6 Damp Mopping shall apply.

4.7.2 Surfaces are rinsed free of cleaning solution.

4.7.3 All areas shall be free of dirt, stains, splashing, cleaning chemical and water accumulations as well as scuff marks.

4.8 Vacuuming

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

4.8.2 A power head or equivalent equipment shall be used. Vacuums must be 2 motor design (1 for suction, 1 for powerhead or equivalent to powerhead).

4.9 Stain Removal

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

4.9.2 Where stain removal involves wetting of a hard surface floor, caution signs shall be positioned.

4.10 Hot Water Extraction

4.10.1 All carpets, walk-away mats and upholstered furniture shall be clean and free of accumulated dust and dirt and stain.

4.10.2 Areas shall be cleaned to walls and corners.

4.11 Damp Wiping

4.11.1 Surfaces shall be free of dust, stains, streaks and water spotting.

4.11.2 Wiping cloths shall be rinsed frequently and free of stains and odours. Feather dusters are not acceptable.

4.12 Glass and Mirror Cleaning

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

4.12.2 Adjacent areas including frames, casing and ledges shall be free of water spotting, splash marks and streaks.

4.13 High dusting

4.13.1 All surfaces shall be free of dust.

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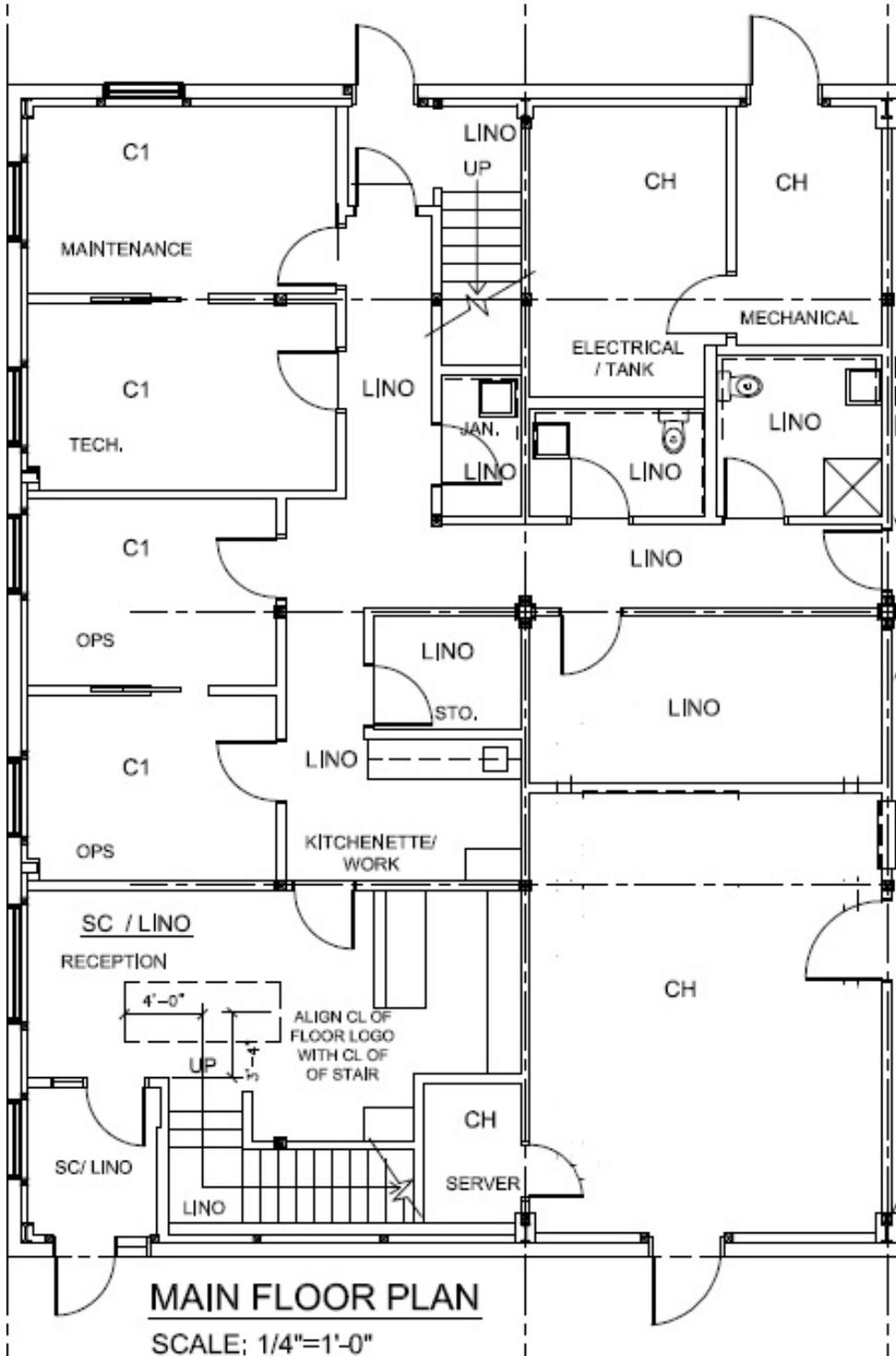
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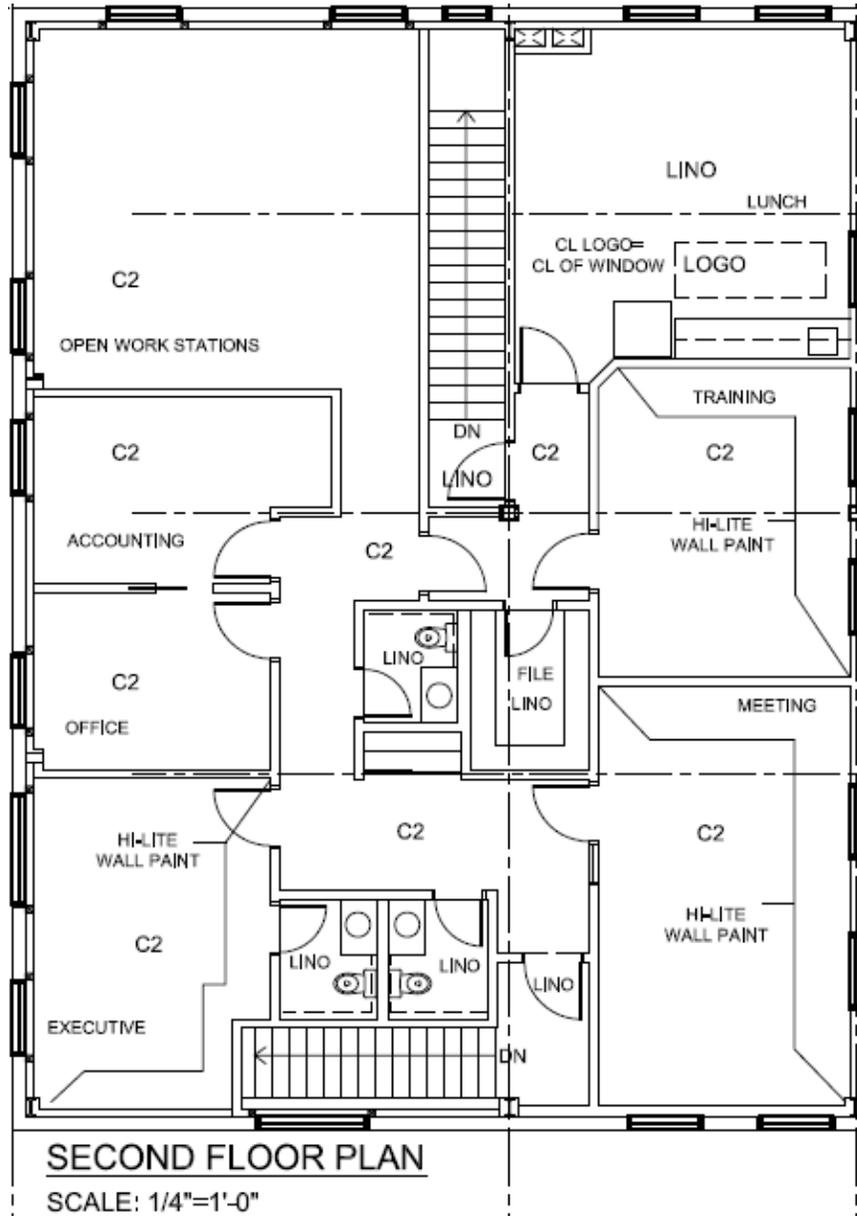
4.13.2 Either Damp rag wiping or vacuuming shall be specified by the Project Authority.
4.13.3 Dust contained and prevented from floating freely in the air during operation.

4.14 Clean and Disinfect

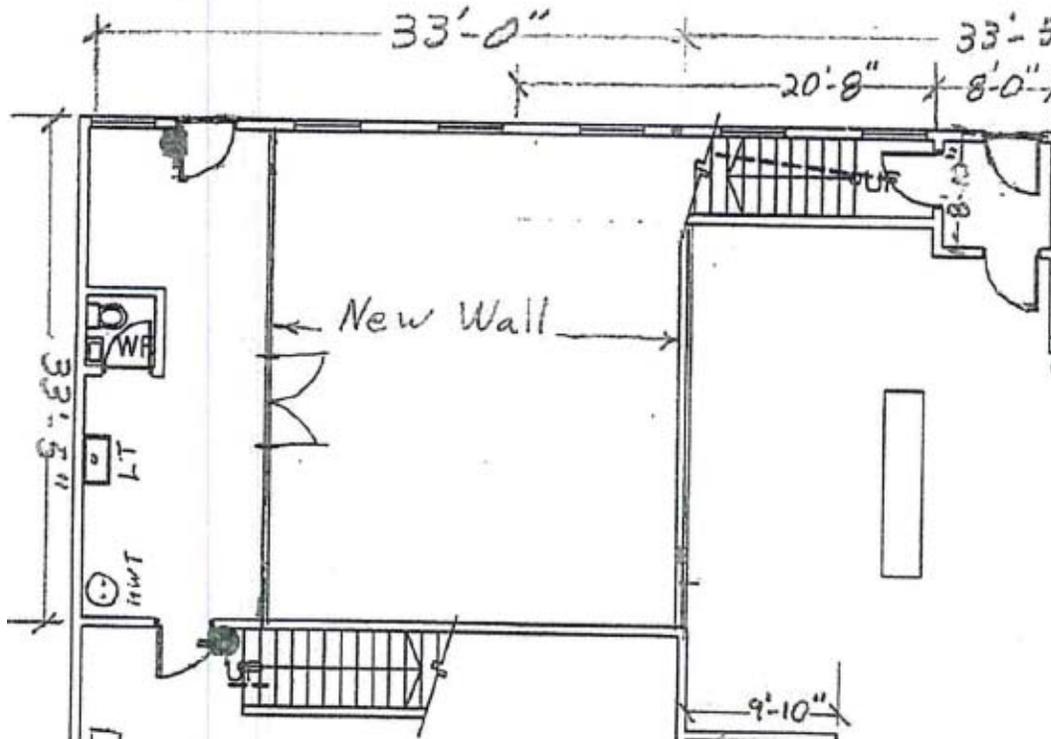
4.14.1 An approved, commercial disinfectant cleaner shall be used.
4.14.2 Manufacturer's instructions shall be followed for best results.
4.14.3 All affected surfaces shall be rinsed clean of residual disinfectant.

Appendix "A"
FLOORPLANS

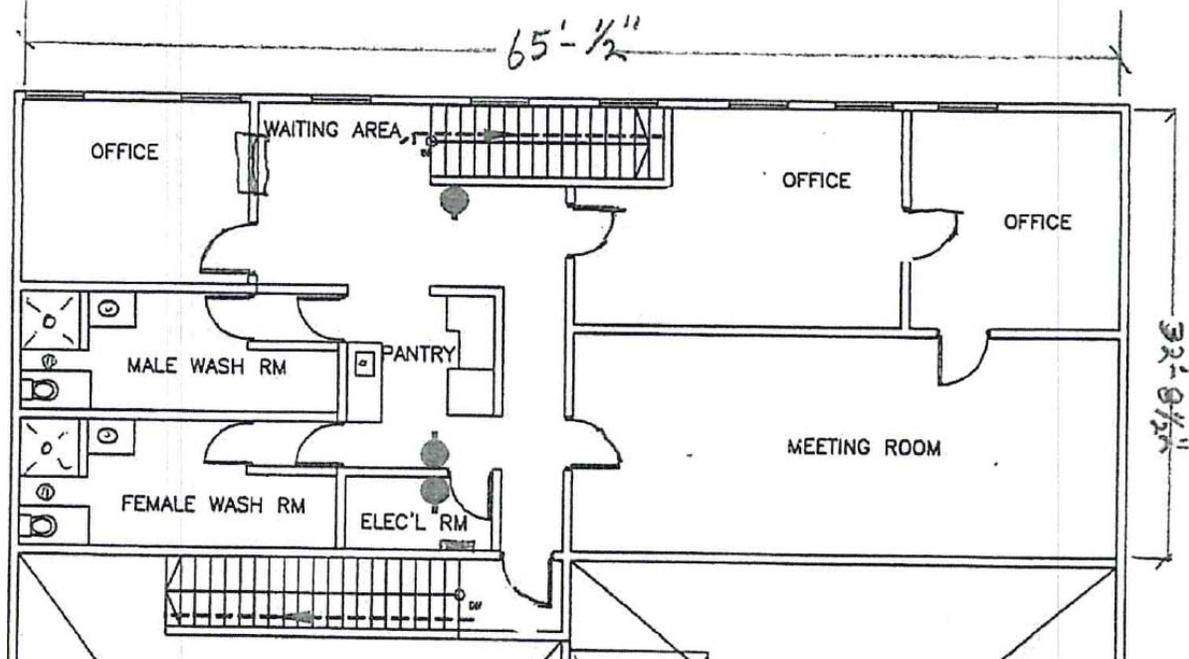




Kam Lake:



First Floor



Second Floor

ANNEX “B”

BASIS OF PAYMENT

- Prices are in Canadian dollars
- Prices include all costs related to providing the service described in the Statement of Work such as the cost of supervision, supplies, equipment, etc
- If the cleaner is already on site, emergency work will not be considered an extra.
- The estimated usages listed below will be used for evaluation purposes only; actual usage may vary.
- GST is not included in the unit prices but will be added to any invoice issued against the contract as a separate item

Trinity building at 115 Archibald Street, Yellowknife, NT:

Item	Description	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Option Year 3	Estimate Usage
1.	Scheduled Janitorial Services as stated in the Statement of Work:							
a.	The Trinity building at 115 Archibald Street, Yellowknife, NT.	\$ _____ /Month	12 Months					
b.	Kam Lake DND site at 3 Coronation Drive, Yellowknife, NT	\$ _____ /Month	12 Months					
2.	Unscheduled Emergency and/or *Extra Services (as required)							
a.	Janitorial labour during regular working hours	\$ _____ /Hour	10 hrs					
b.	Janitorial labour outside regular working hours	\$ _____ /Hour	10 Hrs					
c.	Janitorial labour on weekends and statutory holidays	\$ _____ /Hour	5 Hrs					

* Extra services must be pre-approved by the Site Authority and will cover work that is not included in the Scheduled Statement of Work attached.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(Attached)

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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ANNEX "E"

DND 626 TASK AUTHORIZATION FORM

(Attached)

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ANNEX "F"

TASK AUTHORIZATION USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

Check this box if you are submitting a **NIL REPORT** (We have not done any business with Canada under this Contract, for this period).

SEND TO:

PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca

Or

Facsimile: (780) 497 – 3510

ANNEX "G"

ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA

Evaluation and Assessment of AOC Guarantee

For a bid to be assigned points for guarantees made in respect of any AOC bid criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC guarantee and that untrue statements may result in the tender being declared non-responsive.

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ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA

BID CRITERIA				TOTAL AVAIL. POINTS
The requirements of the Tlicho Land Claim Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				5 Points
<p>1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the CLCA. YES=5 NO=0</p>				5 Points
<p>2. TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the CLCA at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points.</p>				15 points
	Bidder 1	Bidder 2	Bidder 3	
Total number of Aboriginal training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	

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<p>3. LABOUR: The employment of onsite Aboriginal in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use onsite Aboriginal people from the CLCA in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labor, labour hours and the total project hours that may or will be staffed by onsite Aboriginal. Onsite Aboriginal employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.</p> <p>___ % x total points available = assigned points</p> <p>Example: Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> <p>NOTE: Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*** Penalties Conditions will apply to this criterion.</p>	<p>40 Points</p>
---	----------------------

<p>4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the CLCA associated with the Contract.</p> <p>Note: if the Prime Contractor is an Aboriginal / Inuit owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____ <u>- Less Non-Aboriginal subcontracting:</u> \$ _____ = Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = <u> </u>a<u> </u> %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p><u> </u>a<u> </u> % x total points = assigned points 100 %</p> <p>Example: Estimated value of Contract: \$100,000 <u>- Less Non-Aboriginal subcontracting:</u> \$ 45,000 = Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ 55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%</p> <p>55 % x 40 = 22 points</p> <p>NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal subcontractors. Verification of Aboriginal businesses will be made through:</p> <ul style="list-style-type: none"> Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058 <p>or</p> <ul style="list-style-type: none"> In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. <p>*** Penalty Conditions will apply to this criterion.</p>	<p>40 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>100 Points</p>

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PART B - BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results

TABLE 1 – Head Office

Provide Current Business address
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.

TABLE 2 – Guarantee of Aboriginal Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Aboriginal Training Hours
Bidders MUST include type of training and hours of training.		

TABLE 3 – Guarantee of Onsite Aboriginal Labour Content

Total No. Of onsite Aboriginal Person Hours for This Contract = _____ %
 Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		

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TABLE 4 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Aboriginal Companies for This Contract

Total Bid Price

= _____%

Company Name	Aboriginal Company	Non- Aboriginal Company
Bidder to include the value of work to be Sub-Contracted.		
NOTE: only subcontractors and suppliers that can be confirmed as Aboriginal businesses will be included in the calculations. Verification of Aboriginal businesses will be made in accordance with.4 Subcontractors / Suppliers.		

Bidder Certification

The Bidder must submit the following certification if an AOC guarantee is being provided, either at time of bid submission, or prior to contract award.

ABORIGINAL OPPORTUNITY CONSIDERATION CERTIFICATION:

PRINT NAME SIGNATURE DATE

The bidder certifies it's AOC guarantee for contracting submitted with its bid is accurate and complete.

For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results.

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PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an AOC guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a quarterly basis.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.
6. For follow-up purposes, the communities may receive copies of the contractors Aboriginal/Inuit Benefits plan and periodically receive performance monitoring results

Return Reports to:

Contracting Authority Name: _____

Email: _____

TABLE 1 – Head Office

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.

TABLE 2 – Achievement of Aboriginal Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Aboriginal Training Hours
Bidders MUST include type of training and hours of training.		

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TABLE 3 – Achievement of onsite Aboriginal Labour Content

Total No. Of onsite Aboriginal Person Hours for This Contract = _____ %
Total Employee Hour for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Total Employee Hours
Contractor must include the # of hours worked		

TABLE 4 – Achievement of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equip and Services Procured From Aboriginal Companies for This Contract
Final Contract Value
= _____ %

Company Name	Aboriginal Company	Non- Aboriginal Company
Contractor must include the value of Sub-Contracted work		

CONTRACTOR CERTIFICATION

ABORIGINAL OPPORTUNITY CONSIDERATION ACHIEVEMENT CERTIFICATION:		
PRINT NAME	SIGNATURE	DATE
The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.		

ABORIGINAL OPPORTUNITY CONSIDERATION PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of onsite Aboriginal employee hours worked on the Contract and fails to fulfill their onsite Aboriginal / Inuit employment guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1A)
3. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order or amendment negotiation.

TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60$</p> <p>Notes: percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Aboriginal employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC employment guarantee.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x1%	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 1B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60$</p> <p>Note: Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 1%	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (if applicable): _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

Solicitation No. - N° de l'invitation
W6853-181003/B
Client Ref. No. - N° de réf. du client
W6853-181003

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-411104

Buyer ID - Id de l'acheteur
edm014
CCC No./N° CCC - FMS No./N° VME

ANNEX "H"

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)