



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Janitorial services at the Canadian Meteorological Centre (CMC) at Dorval</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000049360</p>	
	<p>Date of Bid solicitation – Date de la demande de soumissions 2020-01-31</p>	
	<p>Bid Solicitation Closes - La demande de soumissions prend fin</p> <p>at – à 2:00 P.M. on – le 2020-03-11</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Daylight Time</p>
	<p>F.O.B – F.A.B Destination.</p>	
	<p>Address Enquiries to - Adresser toutes questions à Angela Quan angela.quan2@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 514-496-5979</p>	<p>Fax No. – N° de Fax 514-283-4439</p>
	<p>Delivery Required – Livraison exigée See Statement of Work herein.</p>	
	<p>Destination of Services / Destination des services See Statement of Work herein.</p>	
	<p>Security / Sécurité There is a security requirement associated with this requirement.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	



TABLE OF CONTENTS

TITLE: JANITORIAL SERVICES AT THE CANADIAN METEOROLOGICAL CENTRE (CMC) AT DORVAL

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefing

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Mandatory Site Visit

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Financial Bid Evaluation
4. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certifications Required Precedent to Contract Award

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

List of Attachments:

Attachment 1 to Part 3, Financial Bid Presentation Sheet

PART 7 - RESULTING CONTRACT

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities



6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance Requirements
13. Shipment of Hazardous Goods

List of Annexes:

- | | |
|---------|--|
| Annex A | Statement of Work |
| Annex B | Basis of Payment |
| Annex C | Security Requirements Check List |
| Annex D | Insurance requirements |
| Annex E | Supplier list of names |
| Annex F | Former Public Servant – Competitive Bid Form |

TITLE: JANITORIAL SERVICES AT THE CANADIAN METEOROLOGICAL CENTRE (CMC) AT DORVAL

PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance requirements, Supplier list of names, Former Public Servant – Competitive Bid Form.

2. Summary

2.1 Environment and Climate Change Canada (ECCC) has a requirement of janitorial services to provide housekeeping services to the Canadian Meteorological Centre (CMC) located at 2121 Voie de service Nord, route Transcanadienne, Dorval, Québec, H9P 1J3 as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from June 1, 2020 to May 31, 2022 with three (3) additional option periods of one (1) year each.

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



- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

1.1 PWGSC SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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



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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

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.

6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Canadian Meteorological Centre at 2121 Voie de service Nord, route Transcanadienne, Dorval, Quebec H9P 1J3 on **February 20, 2020 at 10:00 AM (Eastern Standard time)**.

Bidders will be requested to sign an attendance sheet. Bidders should confirm in their bids that they have attended the visit. Bidders who do not attend or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid

(1 electronic copy in PDF format by email to ec.soumissions-bids.ec@canada.ca)

Section II: Financial Bid

(1 electronic copy in PDF format by email to ec.soumissions-bids.ec@canada.ca)

Section III: Certifications

(1 electronic copy in PDF format by email to ec.soumissions-bids.ec@canada.ca)

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 2:00 P.M. (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Angela Quan
Solicitation Number: 5000049360

Bids sent by fax will not be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than **15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement

contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed below in **Attachment 1 to Part 3**. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in **Attachment 1 to Part 3**. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals,



providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.

(g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

(a) Their legal name; and

(b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



**ATTACHMENT 1 TO PART 3
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete the Financial Bid Presentation Sheet provided below for the period of the contract and the periods of option. The price of the bid will be evaluated in Canadian dollars, before Goods and Services Tax or Harmonized Sales Tax, FOB destination, Canadian customs duties and excise taxes included.

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

1. Table 1. Periodic works

For routine and periodic works, from Monday to Friday from 6:00 PM in accordance with Annex A - Statement of Work, the Contractor will be paid in accordance with the table below for the work performed.

Periodic works				
Items	A Periods	B Types of work	C Monthly Rate	D Annual Rate (Column C x 12 months)
1.	Year 1 : From June 1, 2020 to May 31, 2021	Daily Weekly Monthly Annually	\$	\$
2.	Year 2 : From June 1, 2021 to May 31, 2022		\$	\$
3.	Option year 1 : From June 1, 2022 to May 31, 2023		\$	\$
4.	Option year 2 : From June 1, 2023 to May 31, 2024		\$	\$
5.	Option year 3 : From June 1, 2024 to May 31, 2025		\$	\$
			TOTAL	\$

This rate includes all management and implementation expenses generated by the activities of the Contractor for this project. These expenses include, but are not limited to: transportation (service truck, foreman's truck as required), tooling, various administrative expenses, postage, or any other expenses related to the Contractor's activities.



2. Table 2. Correctives services during Regular Work Hours

For correctives services described in Annex A - Statement of Work - Correctives services during normal working hours (Monday to Friday 10:00 AM to 3:00 PM).

Correctives services During Regular Work Hours				
Items	A Periods	B Hourly Rate	C Estimated quantity Annual (Number of Hours)	D Annual Rate (Column B X C)
1.	Year 1 : From June 1, 2020 to May 31, 2021	\$ _____ / hr	260 hours	\$
2.	Year 2 : From June 1, 2021 to May 31, 2022	\$ _____ / hr	260 hours	\$
3.	Option year 1 : From June 1, 2022 to May 31, 2023	\$ _____ / hr	260 hours	\$
4.	Option year 2 : From June 1, 2023 to May 31, 2024	\$ _____ / hr	260 hours	\$
5.	Option year 3 : From June 1, 2024 to May 31, 2025	\$ _____ / hr	260 hours	\$
TOTAL				\$



3. Table 3. Correctives services during outside of Regular Work Hours (Night shift, Saturday, Sunday and Statutory Holidays)

For correctives services described in Annex A - Statement of Work - Correctives services during outside of Regular Work Hours (Night shift, Saturday, Sunday and Statutory Holidays from 1:00 PM to 4:00 PM)

Correctives services During outside of Regular Work Hours				
Items	A Periods	B Hourly Rate	C Estimated quantity Annual (Number of Hours)	D Annual Rate (Column B X C)
1.	Year 1 : From June 1, 2020 to May 31, 2021	\$ _____ / hr	182 hours	\$
2.	Year 2 : From June 1, 2021 to May 31, 2022	\$ _____ / hr	182 hours	\$
3.	Option year 1 : From June 1, 2022 to May 31, 2023	\$ _____ / hr	182 hours	\$
4.	Option year 2 : From June 1, 2023 to May 31, 2024	\$ _____ / hr	182 hours	\$
5.	Option year 3 : From June 1, 2024 to May 31, 2025	\$ _____ / hr	182 hours	\$
TOTAL				\$



4. Table 4. SUMMARY: GRAND TOTAL for the execution of periodic works and correctives services during regular Work Hours and outside of Regular Work Hours (Night shift, Saturday, Sunday and Statutory Holidays)

Periods	Total cost
TOTAL ANNUAL COST - Year 1: From June 1, 2020 to May 31, 2021	\$ _____
TOTAL ANNUAL COST – Year 2: From June 1, 2021 to May 31, 2022	\$ _____
TOTAL ANNUAL COST – Option year 1 : From June 1, 2022 to May 31, 2023	\$ _____
TOTAL ANNUAL COST – Option year 2 : From June 1, 2023 to May 31, 2024	\$ _____
TOTAL ANNUAL COST – Option year 3 : From June 1, 2024 to May 31, 2025	\$ _____
GRAND TOTAL for the 5 years (For financial evaluation of the bid.)	\$ _____ * All prices exclude taxes



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

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

1.1 Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.2 Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into three stages:

- i. Evaluation of compliance with the Mandatory Technical Evaluation Criteria;
- ii. Evaluation of the Financial Bid;
- iii. Basis of Selection of the winning bidder.

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

2. Technical Bid Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

It's the bidder's responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

2.1 Mandatory Technical Evaluation Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

Items	Mandatory Technical Criteria	Compliant (Yes / No)	Comments
M1	<u>Experience</u> The Bidder must provide a summary of their experience in performing maintenance services. In is summary, the supplier must demonstrate that he has two (2) years of experience since the last five (5) years as of the bid closing date in the performance of cleaning and maintenance services for contracts where the value is more than \$100,000.00.		
M2	<u>Mandatory site visit</u> The Bidder has attended the mandatory site visit.		
M3	<u>Foreman</u> The Bidder must provide the resume of the proposed foreman that will perform the services. The Foreman must have five (5) years of occupational experience in janitorial services within the last ten (10) years.		
M4	<u>WHMIS Training</u> The Bidder must provide evidence that all of its employees who will be assigned to the contract have received training in the handling of chemicals, proper cleaning methods, and the proper use and maintenance of cleaning equipment in accordance with procedures and WHMIS regulations and manufacturer's specifications. The Bidder must provide copies of WHMIS training certificates.		

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

- 1.2.1 The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.
- 1.2.3 In the event that two financial proposals submit the same "lowest price", the request for proposal will be awarded to the tenderer with the **lowest total annual cost of year 1 and year 2** for the execution of **periodic works**.

2. Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Former Public Servant – Competitive Bid

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

The Bidder must complete the attached "Former Public Servant – Competitive Bid Form" in Annex F.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

PWGSC SACC Manual clause A3010T (2010-08-16), Education and Experience

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. 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 the contract.

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

PART 7 - RESULTING CONTRACT

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

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

the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

3. Security Requirement

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

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from **June 1, 2020 to May 31, 2022 inclusive**.

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 period each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of **six (6) months** under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Angela Quan
Procurement Specialist
Environment and Climate Change Canada
105 McGill, 5th Floor, Montreal, QC H2Y 2E7
Telephone: 514-496-5979
Facsimile: 514-283-4439
Email address: angela.quan2@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

(It will be inserted at contract award.)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ___ - ___ - _____
Facsimile: ___ - ___ - _____
E-mail address: _____

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

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

(It will be inserted at contract award.)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

The Contractor will be 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 \$_____ (*the amount will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*the amount will be inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or



- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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.

7.3 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7.4 Time Verification

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 Monthly Payments

8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.

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

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

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

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) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) Annex E, Supplier list of names;
- (h) Annex F, Former Public Servant – Competitive Bid Form;
- (i) the Contractor's bid dated _____, as clarified on _____ or as amended on _____. (*Will be inserted at contract award.*)

12. 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.

13. Shipment of Hazardous Goods

PWGSC SACC Manual clause B1505C (2016-01-28), Shipment of Hazardous Materials



ANNEX A STATEMENT OF WORK

Table of contents

Title: Janitorial services at the Canadian Meteorological Centre (CMC) at Dorval

Definitions

1. Interpretation
 - 1.1 Terminology

Technical Specifications

Administrative requirements

1. Client
2. Description of needs
 - 2.1 Generality
3. Context of realization of the mandate
 - 3.1 Work schedule
 - 3.2 Role of the service provider
 - 3.3 Variations of areas during the duration of the contract
 - 3.4 Change to the technical specifications
 - 3.5 Defects
 - 3.6 Respect for laws, statutes, orders, rules and regulations
 - 3.7 Ecological practices
 - 3.8 Materials and tools
 - 3.9 Dispensing devices
 - 3.10 Entrance mats (foot-scrapers and absorbent)
4. Human resources and staff qualification
 - 4.1 Management of the service provider's staff
 - 4.2 Authority
 - 4.3 Assigned staff
 - 4.4 Integrity of staff
 - 4.5 Security requirements
 - 4.6 Skills
 - 4.7 Key resources
 - 4.8 Costs
 - 4.9 Hiring
 - 4.10 Transfer or removal of employees from the service provider
 - 4.11 Availability and presence at work
 - 4.12 Holidays
 - 4.13 Contacts with the employees and visitors of the client
 - 4.14 Uniforms
 - 4.15 Management structure
5. Putting into service
 - 5.1 Start-up meeting
 - 5.2 Service provider transition plan
6. General provisions
 - 6.1 Schedule and hours of operation
 - 6.2 Working methods
 - 6.3 New working methods



- 6.4 Restrictions
- 6.5 Changing
- 6.6 Special maintenance
- 6.7 Maintenance on request
- 6.8 Renovation
- 6.9 Inspection
- 6.10 Performance evaluation
- 6.11 Schedule
- 6.12 Collaboration
- 6.13 Bilingualism
- 6.14 Distribution of access cards and keys
- 6.15 Communication system
- 6.16 Use of elevators
- 6.17 Opening doors
- 6.18 Lighting
- 6.19 Pandemic
- 6.20 Found objects
- 6.21 Breakage
- 6.22 Defects
- 6.23 Premises
- 6.24 Medical care
- 6.25 Evacuation and emergency measures
- 6.26 Purpose of the new contract
- 6.27 Subcontracting
- 6.28 Extent of the service provider's obligations
- 6.29 Hours of work required
- 6.30 Resumption of work
- 6.31 Penalties of the service provider

Technical requirements

- 1. Interpretation
 - 1.1 Definitions
- 2. Weekly and monthly work
 - 2.1 Complete service
 - 2.2 "As needed" service
 - 2.3 Corrective service
 - 2.4 Tasks
- 3. Periodic works
 - 3.1 Tasks

Annexes

Annex 1 – Work schedule and list of holidays

Annex 2 – Profile bank

Annex 3 – Plans, finished coating tables, surface areas and list of premises

Annex 4 – Quality management

- 1. Weekly and monthly work
 - 1.1 Control by the service provider
 - 1.2 Control by the client
 - 1.3 Unacceptable quality level and failure response
 - 1.4 Penalties of the service provider



2. Periodic work

- 2.1 Control by the client
- 2.2 Compliance with deadlines

3. Procedure for hygiene and cleanliness control

- 3.1 Acceptable quality levels aql
- 3.2 How to control the elements (acceptance or refusal criteria)
- 3.3 Measurement system and weighting applied
- 3.4 The sample size tables
- 3.5 The procedure of the controls

Definitions

1. INTERPRETATION

1.1 Terminology

Unless otherwise indicated in the text, the following words and expressions appearing in the Technical Specifications or in any documentation subordinate thereto shall be interpreted as follows:

1.1.1 Service Provider

Means any person to whom the contract referred to herein has been awarded and who has undertaken to satisfy the requirements and conditions of the tender document;

1.1.2 Call for Tenders

Refers to the bidding process by which the Client solicited bids from multiple bidders to award the contract;

1.1.3 Contract

Refers to the purchase order or confirmation of award, the tender documents and its annexes, any related or subordinate documentation, and any modifications that may be made from time to time by the parties. The terms "present", "hereof", "hereunder" and "hereby" and any other similar expression, when used in the Contract, generally refer to the entire contract rather than to a part of it unless stated otherwise in the text;

1.1.4 Establishment

Refers to a place where the Service Provider operates on a permanent basis, clearly identified with his name and accessible during normal business hours;

1.1.5 Law

Means, as the case may be, whether it is a federal, provincial, municipal or foreign jurisdiction, a law, regulation, ordinance, decree, order-in-council, directive or administrative policy or other legislative or executive instrument of a public authority, a rule of common law and any judicial and administrative decision by a court of competent jurisdiction relating to their validity, interpretation and application and includes, where required, an international treaty and an interprovincial or intergovernmental agreement;

1.1.6 Non-compliance

Means, in respect of a certificate, obligation or other provision of the contract, a misrepresentation, imprecision, error, omission and any failure to comply, breach, default or other failure that results in:

- a) A derogation from the contract or,
- b) A claim by a person, other event or situation that:
 - i) contravenes a certificate, obligation or other provision of the contract and;
 - ii) causes harm to a person.



TECHNICAL SPECIFICATIONS

ADMINISTRATIVE REQUIREMENTS

1. CLIENT

Environment and Climate Change Canada means the legal entity and is hereinafter referred to as the Client, the Manager or its representative.

2. DESCRIPTION OF NEEDS

The Service Provider must provide housekeeping services at 2121 Voie de service Nord, route Transcanadienne, Dorval, Québec, H9P 1J3.

2.1 Generality

The Service Provider will be required to provide all the labor including the supervision and management of it. In addition, the Service Provider must provide equipment, tools, all supplies and cleaning products, as required to perform a complete housekeeping service and in accordance with the requirements of this call for proposals.

3. CONTEXT OF REALIZATION OF THE MANDATE

The cleaning and sanitation work to be performed on a routine, periodic or one-off basis is defined in the "Profile Bank". Work methods are specified in Part D-2 Technical Requirements.

3.1 Work Schedule

Daily work is required according to the schedule described in Schedule 1 "Work Schedule and Holiday List".

3.2 Role of the Service Provider

The Service Provider undertakes to execute the contract, to do everything in his power to fulfill this role and maintain a quality standard for the cleanliness of the premises. The Service Provider assumes full responsibility for the operations of the sanitary maintenance service, in order to maintain the premises according to the terms of the contract.

3.3 Variations of areas during the duration of the Contract

If, during the term of the contract, the Client wishes, on a temporary or permanent basis, to increase or reduce the total surface area to be maintained, the price of the contract must be adjusted taking into account the areas covered by each type of prototype to be maintained, after the price per square meter provided in the corresponding section of the tenderer's specifications, by the Service Provider.

However, the parties agree that the financial adjustments relating to additions and withdrawals of areas shall not take effect until the first (1st) day of each month, unless the areas involved exceed fifty (50) square meters.



3.4 Change to the Technical Specifications

The Client may add or remove tasks, modify frequencies or change certain items of the technical specifications. Some work may be requested without notice depending on the circumstances.

3.5 Defects

The Service Provider must provide the Client, within a period of fifteen (15) days after the beginning of the contract, a list as complete as possible of all the deficiencies that he has noticed, so that he does not be held responsible later.

3.6 Respect for Laws, Statutes, Orders, Rules and Regulations

The Service Provider shall, at all times, comply with the laws, statutes, ordinances, rules and regulations governing the work provided for in this contract, the health maintenance decree concerning employees or relating to equipment, pollution law and to relieve the Client of any liability that may arise. The Client may, at its discretion, withhold payment of any amount mentioned herein until satisfactory evidence is provided that the Service Provider has complied with all of these requirements. In particular, he must be registered with the Commission for Standards, Equity, Health and Safety at Work (CNESST) and regularly pay his dues. He must also, every six (6) months, produce the necessary certificates stating that he has fulfilled all his obligations with the CNESST.

3.7 Ecological Practices

Client applies the Boma Best principles in its policies, regulations and procedures. The Service Provider must undertake to promote ecological practices by all means necessary in its working methods, the use of its equipment and the supply of products and to harmonize its practices with those recommended by the Client.

3.8 Materials and Tools

The Service Provider shall provide all equipment, materials and products necessary for the proper performance of the work. Signs for "Wet floors" and "Work in progress" will also be required.

The Service Provider undertakes that all the equipment used for the execution of this contract, see table in point 5.2, is at all times in excellent condition in order to avoid any delay and any interruption of the service, in addition to ensuring safe operation. The equipment must be of clean appearance, and this, throughout the duration of the contract.

Equipment with a useful life of 5 years or less must be new; the others must have a residual life of at least five (5) years. No later than ten (10) days after the start of the contract, give the Client proof of the age of the equipment that will be used.

High production equipment (such as a washing machine, burnisher, etc.) that is used daily and that breaks should be repaired or replaced within 24 hours. Work in progress during these breaks must still be completed.



Other equipment that breaks should be repaired or replaced before the next cycle of use. Work in progress during these breaks must still be completed.

Provide that the equipment will be equipped with a HEPA filter. This filter must retain 99.97% of particles larger than 0.3 micron.

All accessories and equipment shall operate with a noise level, in decibels, of less than 70 DBA.

3.8.1 Thermal Engine Equipment

It will be forbidden to use equipment running on propane engines, gasoline, etc. None of these products can be stored.

3.8.2 Hygiene and Disinfection Products

The hygiene products and disinfecting detergents used must be industrial or commercial and not domestic or homemade. The Service Provider shall provide all supplies and products necessary for the proper performance of the service. The distribution of the supplies remains the responsibility of the Service Provider, unless the contract administrator decides otherwise. The Service Provider will have to schedule the time required to unload the products and supplies at the time of delivery. Products and supplies should be stored quickly in designated locations so as not to obstruct the landing stage or corridors.

The Service Provider must use products that are free of volatile organic compounds (VOC) and meet the following requirements:

- It must meet the following certifications :
 - ✓ **Écologo and Green Seal**
- Be fully biodegradable.
- Do not require hot water to reach their maximum cleaning power (on the label). A statement equivalent to "formulate for washing with cold water" must appear.
- Do not be corrosive to skin as assessed by the OECD 404 method.
- Not to be regulated by the Transportation of Dangerous Goods (TDG) Regulations.
- Conform to the Canadian Environmental Protection Act.

Products must not contain any of the following components:

- Butyle
- Phosphates
- Organic solvents
- Carcinogenic substances, as defined by the International Agency for Research on Cancer (IARC)
- CFC
- Bleach
- Urinal blocks with "paradichlorobenzene"

All products must be in containers that are compliant and identified according to WHMIS standards. The Service Provider must also provide the necessary training to all employees at no additional cost to the Client. The Service Provider shall take all necessary means to ensure that all cleaning products comply with WHMIS standards.



3.8.3 Samples and Material Safety Data Sheets

Within five (5) days of the signature of the contract, submit to the Client, for approval, the list of products with their data sheets and identification in a binder.

Any substitution of products must be approved by the Client and the information of the binder must be adapted and updated during the substitution or expiry of the form.

3.9 Dispensing Devices

Dispensing devices are operated, maintained and repaired by the Client.

The Service Provider must manage and fill the sanitary products and will have to make sure to provide us with the refills of supplies compatible with the equipment in place. Any change in the type of distributor must first be approved by the Client.

Within five (5) days of signing the contract, submit to the Client, for approval, a sample of the supplies listed in the table below:

Products
Deodorant
Hand paper
Paper towels
Toilet paper
Paper for toilet seat
Garbage bags (large), 100% biodegradable
Garbage bags (small), 100% biodegradable
Wax bags for sanitary napkin bins
Tampons
Sanitary napkins
Liquid hand soap
Urinal strainers

3.10 Entrance mats (foot-scrapers and absorbent)

Provided and installed by the Client.

Maintenance

Between approximately October 1 and March 15, at the locations indicated on the plans, maintain the entrance mats (absorbents).



3.10.1 Maintenance of Entrance Mats

Entrance mats are used to capture dirt and debris before they can enter the facility. Therefore, these carpets should be cleaned regularly to maximize their efficiency and appearance. The carpets must not leave whitish traces and must be free of dirt after a maintenance pass.

4. HUMAN RESOURCES AND STAFF QUALIFICATION

4.1 Management of the Service Provider's Staff

The Service Provider is solely responsible for the management of his staff. The Service Provider provides the required manpower, in the required quantity and quality, to carry out the sanitary cleaning and cleaning of the premises of the building concerned.

- The workforce is chosen according to their qualification, their degree of competence, their honesty, their discretion, their ability to express themselves correctly in French, their diligence, their punctuality and their ability to perform correctly and to satisfaction of the Client the tasks of housekeeping sanitary entrusted to them.
- The Service Provider is responsible for training his personnel for the tasks he is asked to perform in order to maintain and protect the architectural coatings, products, accessories, equipment and working methods recommended by his company, which rely on the rules of the art, the protective measures and health and safety at work.
- The Service Provider accepts no liability for the actions of its staff during the execution of the contract. In the event that he decides to transfer an employee or employees to another work route or to another contract, the Service Provider may not make such a change without the explicit authorization of the Client.
- The Service Provider must respect his obligations towards his employees with regard to health and safety at work.
- The Service Provider agrees that his staff should intervene and be informed, and trained if necessary, by the Client in order to deal with emergencies.
- The Service Provider ensures that its employees identify themselves daily and that a detailed report (employee name, date, number of hours worked) is recorded; everything will have to be reflected on the provider's billing.
- The Client is concerned to offer his employees and tenants, through the Service Provider, a quality service. The stability of the staff making up the work teams will go a long way towards reducing the number of complaints. The low staff turnover rate will also help reduce survey costs for new employees (search for criminal records). The Service Provider must therefore make all the necessary efforts to achieve these objectives targeted by the Client.

4.2 Authority

The Service Provider is the sole employer with respect to the resources allocated to the execution of this contract and must assume all the rights, obligations and responsibilities. In



particular, the Service Provider must comply with the legislation governing work-related accidents as well as labor standards.

4.3 Assigned Staff

The Service Provider agrees that the employees assigned to perform the tasks or the work are those indicated on the full list of employees assigned to the contract, see point 5.2, or any other employee of the Service Provider with competence, expertise, similar experience and a criminal record report previously approved by the Client.

4.4 Integrity of Staff

The Service Provider must ensure that none of his employees are allowed to leave the property anything that does not belong to him, including the items found. In addition, the Client or the security service reserves the right to search any employee's packages or containers, their equipment or their storage areas (lockers or locker rooms) on the company's sites. These searches will be carried out by the Security Service Manager or by his authorized personnel in the presence of the Service Provider's representative or the Client. Neither the Service Provider nor its employees may perform any work in the workplace other than as defined herein.

4.5 Security Requirements

The work to be carried out in the context of the present is accompanied by a requirement for safety. Employees will need to meet basic reliability requirements to access the building.

4.5.1 Identification Cards

The Client will provide each employee with an identification card allowing access to the building. This card must be worn visibly and permanently in the building. The employee will be responsible for his identification and access card. In case of loss, he must immediately notify the security to obtain a new card and cancel the previous one. In case of loss of the card, charges will be charged to the Service Provider.

To do this, at the signing of the contract, the Service Provider will have to provide a complete list of the employees planned to be assigned to the contract (regular and replacement staff). This should include the name and related information required, as well as their expertise and experience upon request. This list is subject to the approval of the Client who reserves the right and the privilege to request a review. In addition, the Service Provider must immediately notify the Client of any changes to this list. The Service Provider will ensure:

- a) to provide annually a complete list of its employees called to work within the health and sanitation department;
- b) that all employees complete the Security Clearance / Investigation Authorization Form.



4.5.2 Confidentiality

The Service Provider will be required to ensure that its employees comply with the regulations regarding the confidentiality of personnel information or any other written or verbal information and undertakes to sign a confidentiality agreement.

Maintenance staff should be advised not to touch the personal briefcases left in the offices and not to move documents left on the worktables.

4.6 Skills

The Service Provider shall provide at all times all qualified labor to perform the work in accordance with this call for tenders throughout the duration of his contract.

The Service Provider must provide the complete curricula vitae of the senior staff of which he proposes the services as well as a summary of the qualifications and their main previous achievements. These documents must be signed by the specialists concerned.

No later than twenty (20) days after the letter of intent is issued, the Service Provider shall provide a complete list of the employees assigned to the contract. This should include the name and information about their skills and experience. This list is subject to Client approval. The latter reserves the right to request a revision. In addition, the Service Provider may not make any change of personnel whatsoever, without the explicit authorization of the Client.

4.7 Key Resources

The following key resources will need to be put in place to ensure the proper management of the contract and the smooth running of the activities.

4.7.1 Contract Manager

The Service Provider will appoint a member of the management of his company to act as the person responsible for the performance of the contract. This person will regularly visit the building and will keep himself informed of the proper execution of the work provided for in the contract. During his visits:

- a) he will produce an inspection report containing his observations and send it to the Client;
- b) he will meet with the Client's representative to ensure that the maintenance activities are conducted to his satisfaction.

The person in charge of the contract will have to meet the representative of the Client every 2 weeks for the inspection of the premises and during a request on his part.

4.7.2 Supervisor

The Service Provider will have to appoint a supervisor who will have to possess:

- a DEP in housekeeping accompanied by five (5) years of experience in personnel supervision and in maintenance activities, a similar installation or any combination of experience deemed equivalent;



- a mastery of the French language;
- attributes needed to fulfill one's responsibilities.

The supervisor will be responsible for all hygiene and sanitation activities of the building and more specifically he will be obliged:

- a) to plan and organize maintenance activities;
- b) to ensure the execution of the works;
- c) to attend the required meetings with the Client's contract administrator;
- d) to verify the quality of the work;
- e) to supply the service efficiently;
- f) to respond to urgent requests;
- g) to provide monthly inspections and patch dates;
- h) to be present on the premises.

4.7.3 Attendant / Team Leader Full Time

The Service Provider will have to appoint on the evening team an agent / supervisor who will have to possess:

- A DEP in housekeeping accompanied by five (5) years of experience in supervising maintenance activities in a similar facility or any combination of experience deemed equivalent;
- A mastery of the French language;
- Attributes needed to fulfill one's responsibilities.

The full-time evening manager / team leader will be assigned to the Client's activities / premises. He will act as point of contact on the premises for the activities and requests in hygiene and healthiness of the building. More specifically, he will have the obligation to:

- a) act as intermediary between occupants / tenants and the Client;
- b) ensure the execution of the works;
- c) have the confirmation of completion of additional work forms signed and delivered to the Client's contract administrator for tracking and billing;
- d) verify the quality of the works;
- e) respond to urgent requests;
- f) manage communications (requests, patches, others) with the portable radio provided by the Client;
- g) be present on the premises at all times;
- h) follow up on files with his supervisor.

4.7.4 Class A, B and C Attendant

It is recommended that the Service Provider give preference to employees who hold a DEP or an AEC in housekeeping.

4.7.5 Mobility of Key Resources

The Service Provider may not replace the supervisor and the attendant / team leader on a full-time basis unless there are exceptional circumstances. In the event of a full-time supervisor or supervisor / team leader, the Service Provider must present the new candidate to the Client with a curriculum vitae describing his or her professional experience and training



in the ten (10) days following the date of the announcement of the employee's departure. The Client may require to meet the candidate before giving his approval. If the Client refuses to give his approval, the Service Provider must submit a new candidate within five (5) days of the date of refusal.

4.8 Costs

The costs required to train a new resource are entirely the responsibility of the Service Provider and this turnover cannot result in a delay in the deadlines of this contract.

4.9 Hiring

The Service Provider undertakes not to hire or retain the services of an employee or former employee of the Client for the purpose of assigning him directly or indirectly to the performance of this Contract, unless have obtained prior authorization from the Client. The latter may refuse to give permission if it considers that the confidential or strategic information that this person may have obtained in the course of his employment with the Client may be prejudicial to him or if that person is in a conflict of interest or appearance of conflict of interest.

4.10 Transfer or Removal of Employees from the Service Provider

Client may, at its discretion, request the transfer or removal of any employee, team leader or regional supervisor of the Service Provider.

4.11 Availability and Presence at Work

The Service Provider must keep in the establishment the number of employees required to respect the hours of work planned by the Client as well as the importance of the work to be performed and taking into account the period of the year in which certain work must be done or the work done on statutory holidays as described in Schedule 1 "Work Schedule and List of Statutory Holidays".

Any absent employee must be replaced within a maximum of two (2) hours following the start of his shift. In the case of employees who are not replaced, a penalty corresponding to the hourly rate as defined in the bid form will be billed to the Service Provider and deducted from his monthly payment.

4.12 Holidays

The Service Provider understands that the costs include statutory holidays and that he will be required to provide labor on the dates set out in Schedule 1 "Work Schedule and List of Statutory Holidays".

4.13 Contacts with the Employees and Visitors of the Client

The Service Provider's staff shall not, under any circumstances, bother anyone whose function is indicated by title. If such actions were taken, the Client should be promptly notified. Conversely, if the Service Provider's employees were inconvenienced in the course of their work, they should promptly notify their team leader, who will be obligated to bring this fact to the attention of the Client.



4.14 Uniforms

The Service Provider will provide each employee with full uniforms (pants, shirt or sweater), which have been approved in advance by the Client. The logo of the Service Provider must appear on the uniform. The Service Provider undertakes to provide his employees with uniforms in sufficient quantity.

The Service Provider must ensure that his employees always wear a clean uniform. He is responsible for their maintenance and replacement.

The Service Provider has the obligation to provide personal protective equipment (PPE) - any equipment intended to be worn or held by the worker to protect him against one or more risks that may jeopardize his safety or health at work. Also included are all supplements or accessories that can contribute to this goal.

PPE must always meet the following conditions:

- Be appropriate to the risks to be prevented without inducing themselves an increased risk;
- Respond to existing conditions in the workplace;
- Be adaptable to the person who must wear them. Thus, a worker with vision problems is entitled to safety glasses equipped with corrective lenses. Safety shoes must be ergonomically adapted to worker's feet;
- Be adapted to the person who must wear them in view of its ergonomic, comfort and health requirements. This can easily be verified with a fit test.

4.15 Management Structure

In order to fulfill its obligations as satisfactorily as possible, the Service Provider undertakes to provide the competent human resources, both in supervision and in execution of the work, and to use efficient working methods.

The health maintenance team will be led by a contract manager / account manager, assisted locally by a supervisor and, if necessary, by an officer / team leader. These will be backed up occasionally by staff from the head office, will be responsible for the preparation, start-up and proper execution of the contract.

4.15.1 Instructions

The Service Provider's employees will only receive instructions from the manager designated by the Service Provider.

4.15.2 Service Control by the Provider

The Service Provider must provide the necessary supervision to ensure the conformity of the services and to guarantee a quality of service in accordance with a public building. The Service Provider will carry out "self-checks" (as provided for in Annex 4 "Quality Management") of the premises from the beginning of the execution of the mandate. A



minimum of one inspection per month per sector is required, with a sampling of at least 15 premises per control.

4.15.3 Client Control of Services

The Client reserves the right to control the quality of the services in order to verify whether they are carried out in accordance with the requirements of this call for tenders.

The Client will carry out controls through an independent accredited control company. The procedure is defined in the quality manual (Annex 4 "Quality Management"). It will be applicable from the beginning of the execution of the mandate.

4.15.4 Hours Control

The Service Provider must use the computerized tool already installed at the Client's premises in order to follow the maintenance routes established for its personnel, in real time. The Service Provider must submit a monthly report of the hours scanned by this computerized tool together with the invoice. The hours billed must correspond to the hours appearing on the report and must never exceed the hours tendered to the contract. Please note that if there is a discrepancy between the scanned hours report and the number of hours on the invoice, only the scanned hours will be paid.

5. PUTTING INTO SERVICE

To ensure a smooth transition and reduce the negative impact on occupants and their activities, the Service Provider must put forward a transition and commissioning plan that will include, among other things, the following:

5.1 Start-up Meeting

Within five (5) days following the issuance of the Letter of Intent, the parties must meet for a kick-off meeting to initiate the transition plan and plan the execution of the contract.

5.2 Service Provider Transition Plan

The Service Provider must comply and put in place a transition plan with a series of deliverables identified in the following table. The Service Provider is invited to suggest any additions that could enhance this transition plan and reduce the negative impact on the occupants. The signing of the contract will be subject to the fulfillment and execution by the Service Provider of the stages of the transition plan and the receipt and approval by the Client of the deliverables.

Item	Deliverable	Deadlines after the letter of intent has been issued
<i>Start-up meeting</i>	Starting point of the transition plan and planning for the execution of the contract	5 days
<i>Visit of the facilities</i>	Visit of the premises to become more familiar with the places and collect the	5 days



Item	Deliverable	Deadlines after the letter of intent has been issued
	information needed to prepare the deliverables	
List of hygiene and disinfection products and samples of sanitary products and plastic bags	Delivery to the Client of the list of hygiene and disinfection products with their technical and descriptive sheets presented in a binder Delivery to the Client of a sample of each of the sanitary products and plastic bags as mentioned in 3.9 for approval	10 days
Materials and tools	Delivery to the Client of the list of equipment to be assigned to the contract, accompanied by their technical data sheet and proof of age in accordance with the provisions of the call for tenders	10 days
24 hour service	Delivery to the Client of the contact details of the person responsible for this service and a replacement	10 days
Communication protocol	Identification of the communication protocol to ensure the sound management of the activities and acceptance by the Client	10 days
Curriculum vitae	Delivery to the Client of the list of all the personnel assigned to the contract and their curriculum vitae demonstrating their competence and experience as well as any information required by the general conditions for approval by the Client	15 days
Visit of the premises	Visit to complete the information gathering for the planning of the work routes	15 days
Defects	Delivery of the list of defects found	15 days
Breakdown of time and work circuits	Delivery to the Client of the description of the work routes including the breakdown of the time allotted for each employee	20 days
Periodic works	Delivery to the Client of the schedule of periodic works identifying the sector of the building concerned	20 days
Contract Management	Delivery to the Client of the contact details of the managers and supervisors of the contract	20 days
Material, equipment and products	On-site delivery of equipment, equipment and products required for the provision of services	28 days
Start of cleaning activities	First day of activity. Integration of employees and assignment of key sets of	30 days



Item	Deliverable	Deadlines after the letter of intent has been issued
	identification and access cards. Beginning of the service. All the labor required for the performance of the contract must be available.	Conditional upon Client's approval of previous deliverables

6. GENERAL PROVISIONS

6.1 Schedule and Hours of Operation

The hours and hours of operation are defined in Appendix 1 "Work schedule and list of holidays".

Work on request may also be performed at any time at the request of the administrator who will specify the terms and conditions.

6.1.1 Leap Year

In a leap year, the Service Provider will have to plan in order to include February 29th at the contract hours, without additional compensation.

6.2 Working Methods

The Service Provider will use the cleaning methods they deem most appropriate for the performance of their work, with the exception of areas where precise specifications would be given by architectural coatings manufacturers (for example, floor coverings in linoleum). The methods used must be such that they will not damage the movable and immovable property of the Client. The Service Provider will be responsible for any damage it may cause. The Client reserves the right to demand the change of the methods, accessories, products or equipment, if it considers that they are inappropriate or harmful.

The Service Provider shall communicate, as required, to suppliers or manufacturers of architectural coatings found at the Client, to inquire about the methods and products to be used for their maintenance. The Service Provider shall, where appropriate, demonstrate to the Client, using documents prepared by the manufacturer or manufacturers, that it uses the products and methods recommended by the manufacturers. If necessary, the Service Provider will consult the Client and will get along with them on cleaning techniques specific to certain surfaces such as mattresses, woodwork, ceramics, carpets as well as for the maintenance of furniture, ornaments, etc.

All work requiring the use of alkaline products should be done with care ensuring that at the end of work, the cleaned surfaces are well neutralized. For the general and complete cleaning of the carpets, the Service Provider's employees will have to choose a period long enough to allow the complete drying of the carpets. The choice of products, equipment to be used and working methods to be adopted will be the responsibility of the Service Provider and in accordance with the manufacturers' recommendations.



6.2.1 Additional Notes

- ✓ Wet cleaning will be prohibited on office equipment (copier / fax machine) and computer equipment (computer / monitor / keyboard / mouse).
- ✓ No trolley or maintenance equipment will be allowed to hang in public spaces or corridors and no storage in the technical premises of the building.
- ✓ Wooden office surfaces, doors and hall walls should be cleaned with a neutral solution. No use of oil or polishing.
- ✓ Remove graffiti every day on all surfaces.
- ✓ When the problem is minor, unblock the toilet with a siphon.

6.2.2 Workbook and Work Program

The supervisor shall have in his possession a work method manual including technical procedures, planning, equipment list and products and instructions for their use.

The first work plan must be submitted no later than twenty (20) days after contract award and the final form of work plan submission must be approved by the contract administrator. A copy of the approved version of the manual must be submitted to the contract administrator no later than thirty (30) days after the start of the activity, taking into account any adjustments that may have occurred. The work programs will have to be carried out so as to execute the services at the appropriate times according to the schedule of use of the premises and thus to favor the collaboration of all. A schedule of work by floor of these programs identifying routine and periodic tasks should be provided.

The Service Provider will have to hand over to the contract administrator:

- ✓ One (1) schedule of routine work (daily, weekly and monthly);
- ✓ One (1) schedule of periodic works (semi annual and annual).

The first work plan must be submitted no later than twenty (20) days after the award of the contract and the final form of the presentation of the work plans will have to be approved by the supervisor.

Monthly work plans should be submitted five (5) days before the beginning of the month.

6.3 New Working Methods

The Client may require the Service Provider to use any new proven method of sanitary housekeeping that could improve the quality and productivity of the work or to meet the requirements of the sustainable development policy.

6.4 Restrictions

The Service Provider's employees must not move any paper, document or object left on desks or other furniture. Under no circumstances will employees of the Service Provider be allowed to open the drawers of desks, filing cabinets or other furniture. It is strictly forbidden to place chairs, paper baskets, etc. on desks or tables unless you have first covered them with a suitable protective cloth.



Under no circumstances may the Service Provider's staff use office equipment such as tables, binders, chairs, etc., as scaffolding to perform their work or for any other purpose. In addition, employees are not allowed at any time to use telephones, computers, photocopiers, dishwashers or other equipment and objects left on the desks for personal use.

6.5 Changing

If the Client wishes to modify the tasks / work entrusted to the Service Provider, he must inform the latter in writing, within a reasonable time, of his intention to make such a change.

6.6 Special Maintenance

The Service Provider may also provide specific and non-contracted services to tenants. These tenants will then be able to make arrangements independent of this contract, but will always have to go through the contract administrator who will bill the tenants concerned.

6.7 Maintenance on Request

The Service Provider must be accompanied by a security guard or the contract administrator for the maintenance of certain premises at the request of the Client.

6.8 Renovation

During a renovation, it is understood that the Service Provider will accept disturbances on the organization of his work. He will receive from the Client the instructions to follow in such a case.

Contractors who will use the Service Provider for post-construction work must use a different team than the one already in place for the regular work of the Client.

6.9 Inspection

At all times, during normal business hours, the Client may inspect all books and records relating to the duties and work of the Service Provider, verify all entries and supporting documents and on request, obtain copies.

6.10 Performance Evaluation

The Service Provider may, within five (5) days of receiving the copy of the unsatisfactory performance appraisal report, send in writing any relevant comments that he wishes to make on this report to the Client.

6.11 Schedule

The Service Provider undertakes to perform the tasks / work according to the schedule and to keep the Client informed of any delay or failure in this regard.



6.12 Collaboration

The Service Provider undertakes to collaborate with the Client by providing any verbal or written information and by transmitting any document that may be required to ensure effective control and execution of the contract, at no cost to the Client.

6.13 Bilingualism

6.13.1 French Language

The Service Provider must respect the provisions of the Charter of the French language and the regulations in force regarding the status and quality of the French language, especially for everything that concerns:

- a) labeling and product registrations;
- b) basic documentation, including maintenance procedures, safety instructions;
- c) technical assistance and any related documents.

6.13.2 English Language

The Service Provider must ensure that his employees have a good knowledge of the English language.

6.14 Distribution of Access Cards and Keys

6.14.1 Distribution

The Service Provider will undertake to comply with the Client's instructions regarding the obtaining and use of keys, chips and access cards for all parts of the building. In particular, the Service Provider's employees must acknowledge receipt of all building security keys and access cards.

The Service Provider undertakes not to allow anyone to enter the building unless it is certain that the visitor is in possession of a key, chip or access card opening the door of the targeted premises. He also undertakes to deny access to any other person and to keep the premises locked at all times.

The Service Provider will undertake to have the employees close the doors of the premises of the building after completing the services, unless otherwise specified by the Client.

6.14.2 Responsibility of the Service Provider

Considering the importance of the keys to the security of the Client, the Service Provider must take all necessary measures to protect against any loss or theft of keys. It will be held entirely responsible for any negligence surrounding the loss of one or more keys. The keys will be under the control of security, the Service Provider must report to the guardhouse early in his succession to recover the keys and return all the keychains at the end of each work period. The Client reserves the right to make the verifications it deems necessary.

A key must never leave the building or be loaned to a foreign person in the building without written authorization.



If the Service Provider loses or damages a key, chip or access card or damages a lock or an access card reader, the Service Provider will undertake to report the damage immediately and assume the costs related to the card replacement or repair of the key, chip, access card or lock. All costs for the modification of the locks, following the loss of keys, as well as all other inherent costs will be assumed by the Service Provider.

6.14.3 Copies

Under no circumstances may the Service Provider make additional copies of the keys. Similarly, the Service Provider undertakes to ensure strict control so that none of its employees make additional copies.

6.15 Communication System

At the beginning of the contract, the Client will provide the Service Provider with accessories and communication equipment.

The Service Provider will undertake to comply with the contract administrator's instructions regarding the use of accessories and communications equipment.

If the Service Provider loses or damages an accessory or communication equipment, the Service Provider will undertake to report the loss or damage to the contract administrator and will cover the cost of replacing or repairing the accessory or communication equipment.

These accessories and equipment will be the property of the Client.

6.16 Use of Elevators

The Service Provider is allowed to use elevators. The Service Provider will be responsible for their safe operation and for any damage resulting from misuse or abuse.

6.17 Opening Doors

The team leader, working on the shift, is responsible for opening and closing the doors. All doors that are closed must remain closed at all times.

6.18 Lighting

After the execution of this work, the Service Provider must at all times leave the lighting closed inside the premises.

6.19 Pandemic

In the event of a pandemic (eg avian influenza), the Service Provider will need to collaborate with the Client and take various measures to reduce the risk of spread and will have to provide the chain of services and supplies.



6.20 Found Objects

The Service Provider's employees will have to hand over to their team leader any objects found. He will give it to the Client or the security officer on duty.

The cans recovered, at any time and anywhere, will be the property of the Client and must be deposited in containers provided for this purpose.

6.21 Breakage

The Service Provider must inform the Client as soon as possible of any damage caused accidentally by his employees. The Service Provider will be held responsible for any damage caused by his employees.

6.22 Defects

In the course of the cleaning work, the Service Provider's employees will be required to note the equipment and building defects and advise their team leader. The latter will notify the Client as soon as possible, according to the importance of the latter. Copies of the form corresponding to the deficiencies of physical facilities will be made available to the Service Provider and must be used and forwarded the same day.

6.23 Premises

The Client will provide the Service Provider with suitable premises to store the necessary accessories, equipment, products and paper types. The Service Provider must keep these premises clean and keep the containers closed to prevent odors. It will prevent accumulations of products, rags or other materials that could pose a fire hazard. He shall keep any flammable material in containers approved for this purpose by the competent authorities.

6.24 Medical Care

The Service Provider will be responsible for providing and installing a first aid kit in the event of a minor accident in the maintenance room. In the event of a serious accident, he is responsible for providing immediate care to the person or persons injured, whether he is an employee or an occupant.

6.25 Evacuation and Emergency Measures

The Service Provider must allow the resources assigned to the contract to attend the emergency measures information sessions and the resources must, at the request of the Client, be part of the emergency team.

6.26 Purpose of the New Contract

Rehabilitate and maintain a high level of cleanliness and sanitation of all premises to ensure good air quality, durable protection of architectural coatings and movable property, a healthier and safer environment to customers, or Client's staff.



An average monthly cleanliness index, as stipulated in 6.31 "Service Provider Penalty", is expected from the Service Provider for the duration of the contract. This objective must be achieved within sixty (60) days of the start of the contract and be maintained thereafter. To enable verification of whether the monthly average cleanliness index target is achieved, the Client will rely on an external inspection program.

6.27 Subcontracting

It is forbidden for the Service Provider to entrust subcontractors with the housekeeping services included in this contract without having obtained prior authorization from the Client. Two weeks before subcontracting work previously authorized, the Service Provider must provide the name of the subcontractors and the information requested.

6.28 Extent of the Service Provider's Obligations

The Service Provider guarantees to the Client that he is duly licensed and authorized to provide the services described below and that he will remain so for the duration of the contract.

The Service Provider undertakes to perform housekeeping on behalf of the Client and to provide the necessary staff for this purpose.

The Service Provider acknowledges that the services it is required to render under this contract, quote, or in emergency situations or unforeseen situations are essential to a good management of the premises and the people who use them. He also undertakes, in unforeseen or urgent circumstances, to provide the services. The Service Provider agrees to comply with or enforce the guidelines, policies and standards established by the Client.

6.29 Hours of Work required

It is agreed that the hours identified in the contract for the provision of services have been assessed by the Service Provider according to the workload of each of the regular, periodic and casual tasks and based on the areas identified. The Service Provider will be required to provide all the hours provided in its bid. Should there be a discrepancy between the planned hours on an annual basis and those presented in the billing, the last check for each quarter of the contract period will be retained until the balance of the hours not yet executed is achieved, without penalizing the cleaning and surveillance work that must continue.

As a result, the balance of these hours must necessarily be paid by additional staff. Given all the tasks identified in the safety profiles, the hours of work will have to be distributed on a daily basis, in order to meet all the work required on each shifts and urgent needs, whether urgent or not. Since the hours and prices offered by the Service Provider are based on the current information presented in these documents, it is possible that some modifications or adjustments may change the required annual production hours.

6.30 Resumption of Work

If, due to forgetfulness or negligence of his staff, certain premises or sectors of the building had not or had been badly cleaned the day before, the Service Provider must, at the Client's request, provide in addition and at his own expense the next day, before 10:00, the necessary staff to quickly correct the shortcomings of his staff. This corrective work must not



have the effect of being carried out to the detriment of the routine or periodic work planned for the current day. Consequently, the resumption of this work must necessarily be done by additional staff. The costs incurred will be borne by the Service Provider. The Service Provider remedies, as soon as possible, the deficiencies found and provides proof within two working days according to the outline defined with the client.

Within the sub-quality areas in relation to the AQL (acceptable quality level), Annex 4 "Quality Management" required in its category, the company will be required to take the necessary measures (change of staff, increase planned hours, change of material or method of work) to obtain this minimum level of quality, without being able to claim any additional price or allowance.

6.31 Penalties of the Service Provider

The service rendered is judged on the respect of the tasks listed in the technical specifications and the profile bank. If the Service Provider does not fulfill one or the other of the requirements of the contract to the satisfaction of the Client, the latter may take the measures provided for in Annex 4 "Quality Management".

6.31.1 Failures of an Employee of the Service Provider

If a worker, employed by the Service Provider, is surprised not to apply a regulation established by the Client, in particular as regards the locking of the doors, the respect of the instructions for the recovery or any other rule established in the contract by the Client, the Client will be given, by the Client's representative, up to 2 written notices to rectify the situation. Otherwise, the Service Provider will be obliged to withdraw the employee from the contract and replace him / her.

6.31.2 Failure of the Service Provider

If the Service Provider does not respect the requirements set out in the contract by the Client, the latter reserves the right to:

- ✓ involve an external auditor to assess the deficiencies and establish a plan to remedy the situation;
- ✓ consult a consultant to plan a turnaround so that the maintenance work is in accordance with the AQL (Acceptable Quality Score), Annex D-5 "Quality Management".

Expenses related to the hiring of this external auditor and / or consultant will be charged to the Service Provider.

6.31.3 Termination of Contract

The Client gives himself the right to terminate the contract after having sent the Service Provider a 30-day notice by registered mail. The Client will not be under any obligation to pay the Service Provider any compensation whatsoever for the unexpired portion of the contract. In addition, in the event of an upgrade, the Client will confiscate, in part or in full, the amount of the performance guarantee.



6.31.4 Calculation of the Last Payment from the Service Provider

The last payment from the Service Provider is calculated based on the number of hours worked during the current payment period.

TECHNICAL REQUIREMENTS

1. INTERPRETATION

1.1 Definitions

1.1.1 Supplying

Task of filling distributors with appropriate supplies.

1.1.2 Vacuuming

Using a vacuum cleaner, remove all loose and visible surfaces, dust, sand and loose dirt. A vacuum cleaner equipped with a motorized broom (roller-beater) must be used to clean the carpets in order to remove the deep dirt. In hard to reach or high areas, the surface should be cleaned with a suitable vacuum cleaner.

1.1.3 Stripping

A technique that consists of removing all the floor finishes and the filler that has been installed on the floor.

1.1.4 Removing stains

Remove one or more soils left on a surface by a substance that covers or impregnates a part of it.

1.1.5 Washing

Make something clean with a liquid and a cleaning product.

1.1.6 Cleaning

Make something clean by ridding it of stains, dirt, tarnish. This using the technical means necessary to make it happen:

- ✓ Vacuum
- ✓ Broom, mop
- ✓ Microfiber duster
- ✓ Brush
- ✓ Microfiber cloth

1.1.7 Polishing

Make surfaces smooth and shiny, by friction.

1.1.8 Scrubbing / Degreasing



These are techniques that consist of restoring and cleaning floor coverings.

1.1.9 Contact Surfaces

The contact surfaces are surfaces that are likely to be touched frequently with the hands, by one or more people. For example: switches, telephones, door handles, elevator control buttons, handrails, dispensers, toilet flushes, faucets, etc.

2. WEEKLY AND MONTHLY WORK

Weekly and monthly work is part of the regular service, so of the basic price.

2.1 Complete Service

A complete service is a maintenance of all the surfaces, accessories and furniture of the space.

- **Section 1:** In height: All surfaces, accessories and articles (eg light fixtures) that are above two (2) meters (except the ceiling).
- **Section 2:** Walls, doors, horizontal, vertical surfaces, glass surfaces or items that are within easy reach.
- **Section 3:** Accessories or furniture of the room. The interpretation of "accessories and furniture" must be done according to the category of profiles:
 - Office : Office furniture, telephones, computers, displays and keyboards, by way of example and without limitation
 - Washrooms: Countertops, sinks, mirrors, bowls and seats, urinal partitions, by way of example and without limitation.
 - Kitchenette: Tables, chairs, microwaves, toasters, toaster ovens, vending machines, refrigerators, by way of example and without limitation.
- **Section 4 :** floor surfaces

The floor maintenance must be done according to the rules of the art and in accordance with the recommendations of the manufacturers.

Procedure:

Begin with "elevated surfaces": Clean all horizontal surfaces 2 meters (6 feet) or more, including door frames, door closers, traffic signs, clocks, exit indicators, projectors, as an example, but not limited to.

Use a microfiber duster or vacuum cleaner; necessary tools and accessories that control the dispersion of dust. The use of feather dusters, nibs, brooms and other accessories that do not control the dispersion of dust is prohibited. Thoroughly clean (disinfect) the surfaces, items and



accessories in Sections 2 and 3. Remove any dust or dirt by using a microfibre cloth of the appropriate color (depending on the type of room to be serviced). Finally, mop or vacuum floor surfaces and be sure to remove any stains.

2.2 "As needed" Service

An "as needed" service is an intervention, a weekly upgrade of the same four (4) sections of a room. So, there will be an assessment of the cleanliness by the employee of the Provider and correction, according to the appropriate technique.

Perform the necessary tasks to correct obvious deficiencies (foam, dust, stains, marks, spider webs, etc.) to maintain an acceptable level of cleanliness and disinfection.

Note that "as needed" service interventions are scheduled on a weekly basis.

2.3 Corrective Service

A corrective service is a day-to-day intervention, in a space that requires upgrading in view of its purpose (eg lobby, washrooms). So, there will be an assessment of the cleanliness by the Service Provider's employee, who will bring the fix, if necessary, according to the appropriate technique.

Note that corrective service interventions are scheduled on a daily basis.

2.4 Tasks

2.4.1 Disinfecting

Disinfecting involves performing a cleaning job, but also preventing contact surfaces, so any surfaces that may have been repeatedly affected by one or more people or are soiled. This cleaning procedure (space / room) is intended to ensure that all horizontal and vertical surfaces, furniture and accessories that have been touched or soiled are cleaned with a damp microfibre cloth and disinfectant detergent.

Particular attention will be paid to telephones, water fountains, handrails, door handles and switches, as an example, but not limited to.

Work protocol (reasonable disinfection)

A detergent-disinfectant product in accordance with the "DIN" standard must be used, particularly in all risk areas. In addition, it is necessary to make sure of its dosage. So, using a doser is paramount.

This product is not used in vaporization. The prewetting (wet) principle of microfiber cloths will be favored. Do not wash the laundry in the detergent-disinfectant solution seal so as not to contaminate it.

Too much soil should be washed beforehand. The solution is applied to the surfaces and must dry without any further intervention (static film installation).



A coding of the microfiber linen colors will facilitate the monitoring of the disinfection procedure.

- Blue microfibre linen for usual spaces (offices, corridors, meeting rooms).
- Red microfiber linen for risk areas (laboratories, daycare).
- Yellow microfiber linen for dining rooms, kitchenette and cafeteria.
- Green microfiber linen for washrooms., Given as an example, but not limited to.

2.4.2 Vacuuming grilles, ventilation diffusers

Clean with a damp microfiber cloth or a microfiber dusting tool (monthly task), to remove any dust that may accumulate. Also clean the adjacent tiles so that they have a clean appearance at all times.

2.4.3 Washing or removing stains from door glass, glazed divisions and dividers

Wash with a squeegee and a cloth moistened with a detergent solution on the door panes and glass partitions. Ensure that separators (other than fabrics) are washed to ensure their cleanliness (primarily in washrooms).

2.4.4 Washing or removing strains from furniture and accessories

Wash, with a cloth moistened with cleaning solution, the complete furniture (according to the category of space), ie the desk, the table, the chairs and all the accessories (eg: flower box, lamp, telephone, computer and printer).

N.B. Furniture and accessories are not exactly the same in a cafeteria, library or rest room.

2.4.5 Washing and polishing or removing strains from stainless steel

Wash with a cloth (microfibre) moistened with a detergent solution. Ensure a good result without the use of polishing "products".

2.4.6 Emptying, washing and disinfecting wastebaskets, trashcans and recycling bins

Empty the contents of garbage and materials for recycling in containers identified for this purpose. Plastic bags will be changed as needed (damaged or soiled).

Garbage cans, waste bins or recycling bins will be cleaned as needed as soon as there is an appearance of soiling (especially those located in the food areas or where wet remains can be found). Wash them with a microfiber cloth moistened with disinfectant solution.

Transport garbage and recyclables to the drop-off point or the location indicated by the Project Authority. Deposit them in containers or identified areas, according to their contents (paper, cardboard, plastic and non-recyclable materials).

The collection of paper, cardboard and plastic containers should be done when the bins are almost full. If the bins are not full, picking should be done before the appearance of unpleasant odors and / or the proliferation of insects. In the event of a complaint, the ferry concerned must be emptied as soon as possible.

Collect cardboard boxes and place them in the container provided for this purpose. The boxes must be undone beforehand.



2.4.7 Inspecting water leaks

When it is indicated in a service profile, for a space category, to identify a water leak, it is necessary to identify briefly the source of the leak (eg: presence of water at the bottom of a wall, water which flows continuously or drip into a sanitary appliance or tapware) and transmit the information to the project manager.

Urgent: Direct communication - verbal (eg water leakage, major breakage, etc.)

2.4.8 Filling siphons of floor drains

Pour one liter of clean water or more, to fill siphons from floor drains.

2.4.9 Vacuuming carpets

Using a vacuum cleaner, remove all loose and visible surfaces, dust, sand and loose dirt. A vacuum cleaner equipped with a motorized broom (roller-mixer) must be used to vacuum the carpets in order to remove the dirt at depth. In hard-to-reach areas, the carpet must be vacuumed with a suitable vacuum cleaner (without motorized brush).

2.4.10 Removing stains from carpets

Use a specialized stain remover kit or a CFC-free refrigerant to knock out carpets.

2.4.11 Wash or remove stains

Washing: Wet the floors over the entire surface with a well-dosed cleaning solution consisting of a neutral detergent, a degreaser or a neutralizing detergent, as appropriate. A second step with the wet mop (wrung out) is required to finalize the work. This can be done manually or with an automatic floor washer.

Removing stains: Lightly wet floors on traffic surfaces that are soiled with a properly sized cleaning solution, consisting of either a neutral detergent, a degreaser, or a neutralizing detergent, as appropriate.

Wood floors will be cleaned using the method of "removing stains" with a damp mop (dewatered) using a well-dosed cleaning solution consisting of a neutral detergent, a degreaser or a neutralizing detergent, according to the manufacturer's specifications.

2.4.12 Washing the grooves

Remove dirt from doorway grooves, scratch grids and elevator door rails.

2.4.13 Polish floors

Poly-vaporization technique: A method of cleaning, removing marks and enhancing the luster of a floor finish. The floor must be dusted beforehand. Required equipment: HV polisher (300 rpm).



Note: This technique applies only to a floor with a floor finish and is not in a wear situation (worn or indeterminate).

Burnishing technique: A method of enhancing the luster and gloss of a floor finish. The floor must be cleaned and washed beforehand (free from all dirt and dust). Equipment required: UHV polisher (+1000 rpm).

Note: This technique applies only to a floor with a floor finish and is not in a wear situation (worn or indeterminate).

2.4.14 Replace lamps and light bulbs

The Client will be responsible for the supply and replacement, when burned, of all incandescent light-emitting diodes (LEDs), halogen-type lamps or fluorescent tubes installed in the premises where the Service Provider does the housekeeping service.

3. PERIODIC WORKS

Periodic works must be subject to a fixed price.

3.1 Tasks

3.1.1 Washing lighting fixtures

Vacuum and wash, using an antistatic solution, the inside of fixtures, lamps and all surfaces of lenses. Do not leave water marks, splashes or marks on surfaces adjacent to lighting fixtures.

3.1.2 Washing grilles, ventilation diffusers

Wash grids, diffusers and fans with a detergent solution to ensure their cleanliness.

3.1.3 Washing accessories in height

Wash, using a detergent solution, accessories in height such as projectors, screens (if accessible), etc.

3.1.4 Washing walls, doors, skirting boards and door frames

Wash walls and partitions with a detergent solution: plaster, plasterboard, wood, brick or stone. Vacuum and wash walls and partitions covered with carpet. Wash doors, framing and skirting boards.

3.1.5 Washing window accessories

Wash the vertical and horizontal blinds as well as the cloths with detergent solution. For draperies and curtains, vacuum them to ensure that the accumulated dust is removed and clean. Notify the project manager of any condition requesting additional intervention (repair or wash).

3.1.6 Washing fabric furnishing and separators (extraction technique)



Wash furniture fabric to completely remove sand, dust and stains as recommended by the manufacturer. At the end of the operation, all cleaning agent residues and water must be removed mechanically, so that the fabrics are fully dried at the beginning of the first working hour following the completion of the work.

Complete the washing operation by applying an anti-static antistatic product (not always necessary following the extraction method).

3.1.7 Scouring (with layers of floor finish – if necessary)

Spread a detergent solution on the floor and scrub it with a polisher (BV) with a suitable pad to remove the stained film. Apply two (2) or three (3) layers of floor finish (as needed).

3.1.8 Degreasing ceramic tiles

Spread a detergent solution on the floor and scrub it with a polisher (BV) with a suitable brush to thoroughly clean it. Do not apply a coat of finish to floors.

3.1.9 Application of floor finish

Following stripping: plan to apply 5 to 6 layers of finish. Favor floor finishes that do not require sealants. Following a scrubbing: plan the application of 2 to 3 layers according to the level of wear or goodwill.



ANNEXE 1 – WORK SCHEDULE AND LIST OF HOLIDAYS

DAYS WHERE WORK IS REQUIRED

RE: HEALTH SERVICE

<u>PREDICTING DAYS OF WORK</u>			
DAYS	REQUIRED	NOT REQUIRED	NOTES
Monday	X		CORRECTIVES : FROM 10:00 AM TO 3:00 PM ROUTINE AND PERIODICALS : FROM 6:00 PM
Tuesday	X		
Wednesday	X		
Thursday	X		
Friday	X		
Saturday	X		CORRECTIVES : DE 1:00 PM À 4:00 PM
Sunday	X		

HOLIDAYS

<u>HOLIDAYS</u>			
DAYS	REQUIRED	NOT REQUIRED	REMARQUES
New Year's Day	X		CORRECTIVES : FROM 1:00 PM À 4:00 PM
New Year's Eve Day	X		
Good Friday and Easter Monday	X		
Easter	X		
Patriots Day	X		
St. John Baptist	X		
Confederation	X		
Labour Day	X		
Thanksgiving	X		
Christmas Eve	X		
Christmas	X		
Day after Christmas	X		
New Year's Eve	X		



ANNEX 2 – PROFILE BANK
Re : SAFETY SERVICE

The Profile Bank in PDF format will be sent as an attachment to the call for tenders document.

ANNEX 3 – PLANS, FINISHED COATING TABLES, SURFACE AREAS AND LIST OF PREMISES
Re: SAFETY SERVICE

The plans, the finished coating tables and surface area tables in PDF format are provided as attachments to the call for tenders document.



ANNEX 4 – QUALITY MANAGEMENT

Re: SAFETY SERVICE

The time required for quality management is the responsibility of the Service Provider and cannot give rise to any request for additional billing.

In order for the results of the Service Provider's checks to be compared with the results of the Client's checks, it is normal for the calculation method and the weighting of the deficiencies to be carried out on the same basis.

1. WEEKLY AND MONTHLY WORK

1.1 Control by the Service Provider

The Service Provider must carry out "self-checks" of the premises from the beginning of the execution of the contract. A minimum of 12 checks per year is required. With a sampling of at least 15 rooms per control.

1.2 Control by the Client

The Client will carry out controls via an independent company and it will be applicable from the beginning of the execution of the mandate.

1.3 Unacceptable Quality Level and Failure Response

It is agreed that the level of quality of the cleaning services of the premises becomes unacceptable when the overall average level of quality is lower than that defined by the acceptable quality levels (AQL) in two consecutive inspections, or when there is a decrease of quality of 2 points compared to the average of the last 3 months of the controls performed by the external auditor.

For identified premises that are sub-quality in relation to the acceptable quality level (AQL) required in its category, the Service Provider is required to take the necessary measures (change of staff, increase of scheduled hours, etc.) for obtaining within two days this minimum level of quality, without being able to claim any additional price or other compensation.

The Service Provider must remedy as soon as possible the deficiencies found in the control report prepared by the Client, and provide proof within 2 working days or according to the deadlines established with the Client.

1.4 Penalties of the Service Provider

The service rendered is judged on the respect of the tasks listed in the technical specifications and the profile bank.

These fines and penalties have been drafted according to the specificity of the services to be provided and must allow the Client, in an efficient way, to ensure the fulfillment and the respect of the contract.



If the Service Provider does not fulfill one or the other of the requirements of the contract to the satisfaction of the Client, the latter may take one of the following measures:

- a) withhold, in whole or in part, a progressive payment;
- b) ask a third party to perform the work and bill the Service Provider;
- c) Impose a penalty if, following an inspection completed by the Client's representative, the quality level is below the acceptable quality level AQL.

The scores will be compiled by sector, on a monthly basis. The penalty percentage represents the portion of the deduction applied to the monthly cost for the regular maintenance involved. The penalty will be calculated according to the scales set out in the following table.

The penalty amount must be credited by the Service Provider on the billing of the following month with the mention "penalty".

Acceptable Quality Level (AQL)	Average Grade	Penalty Amount
Red level 90 %	Between 0 and -5%	3 points per % less
	Between -5 and -15%	4 points per % less
	-15 %	5 points per % less
Blue level 85 %	Between 0 and -5%	3 points per % less
	Between -5 and -15%	4 points per % less
	-15 %	5 points per % less
Green level 80 %	Between 0 and -5%	3 points per % less
	Between -5 and -15%	4 points per % less
	-15 %	5 points per % less
Yellow level 75 %	Between 0 and -5%	3 points per % less
	Between -5 and -15%	4 points per % less
	-15 %	5 points per % less



2. PERIODIC WORK

2.1 Control by the Client

On the basis of planned and completed services, the Client carries out checks on the quality of the work carried out to ensure their proper execution. A penalty will be imposed on the Service Provider if, following an inspection completed by the Client's representative, the established quality level of the periodic works is below the 85% mark. The notes will be compiled when the tasks are completed. The percentage of the penalty represents the portion of the deduction applied to the annual cost of the work involved. The penalty will be calculated according to the scales set out in the following table:

The "X" represents the average annual score. The percentage (%) of penalty must be credited by the Service Provider on the billing of the following month with the mention "penalty".

Average Grade (X)	% penalty
$X \geq 85\%$	0%
$84\% > X \geq 75\%$	2%
$74\% > X \geq 70\%$	4%
$69\% > X \geq 65\%$	6%
$64\% > X \geq 60\%$	8%
$X < 59\%$	10%



2.2 Compliance with Deadlines

The Client may sanction the Service Provider for any derogation on the planned work schedule that would have an impact on its operations or its customers. Thus, the respect of the work schedule will be evaluated for each of the buildings. The percentage of the penalty represents the portion of the deduction applied to the annual cost of the work. The penalty will be calculated according to the scales set out in the following table.

The "X" represents the number of weeks of delay or advance. This amount must be credited by the Service Provider on the billing of the following month by adding the word "penalty".

Number of weeks late or in advance (X)	% penalty
X < 1 week	2%
1 week ≤ X < 2 weeks	4%
2 weeks and 1 day ≤ X < 3 weeks	6%
3 weeks et 1 day ≤ X < 4 weeks	8%
4 weeks et 1 day ≤ X < 5 weeks	10%
X ≥ 5 weeks	12%

3. PROCEDURE FOR HYGIENE AND CLEANLINESS CONTROL

Normative References

The Client is free to choose himself the way he wishes to exercise the controls and the Service Provider is required to comply with it without any possible recourse.

Methodology

The chosen method is to randomly control a set of premises or lots. Each building is divided geographically into categories of premises.

Example

Building	Building XYZ
Sector	Floor 1
Category of premises	Entrance hall
Premises	Designation area +/- 20 m ²
Quality level required	Blue
% minimum required	85 %

The premises contain elements that will be controlled. In the case of large surface area, "fictitious" or sub-local premises of equivalent surface area (from 50 to 200 m²) are used.



The control method is shown below.

We define :

- Acceptable quality levels AQL
- How to control the elements (acceptance or refusal criteria)
- The procedure for the controls

3.1 Acceptable Quality Levels AQL

Four levels of quality will apply. These levels are defined according to the quality of work expected in the category.

	AQL	EXAMPLE OF PREMISES
Red level Very good quality + hygienic quality	90 %	Executive office – all agency premises – meeting room – entrance halls
Blue level Good quality	85 %	Hallways – conventional offices – elevator halls – kitchenette – changing rooms – secure areas for public reception and accessible spaces
Green level Average quality	80 %	Main and emergency stairs – living archives – elevator – smoking areas – sidewalks and surroundings
Yellow level Average quality with greater tolerance	75 %	Storage area – ramp – technical corridors – parking – janitorial room

3.2 How to control the elements (acceptance or refusal criteria)

The quantification of the deficiencies is made visually by observation, of the presence or not, of stains according to the type of soiling and its duration.

Type of soiling

- o Non-adherent (dust, sheep, rubbish, etc.)
- o Adherent (spots, fingerprints, fat layer)

Duration

- o Daily (dirt since last cleaning)
- o Cumulative (accumulated soil)

The following definitions will be used:

- **Dust (P):** Dust means all particles of such particle size that can be picked up manually and / or are easily removable by sweeping, suctioning or wiping. They can be taken visually or by visual analysis of a smear.
- **Waste (W):** Waste means all solid or pasty objects that do not adhere to the surface. They can be traced visually.




- **Stains (S):** we mean by stains, adherent stains of any kind (solid, pasty, lean, greasy, sticky). The controller will be able to ensure that the stains present are likely to disappear with current cleaning products. They can be traced visually.
- **Dry run-off (DR):** dry run-off is understood to mean any trace of liquid, whatever the nature, having dried by flowing or stagnant. They can be traced visually.
- **Fingerprints (F):** Fingerprints mean any greasy trace left by a hand (trace of one or more fingers or palm of the hand). They can be traced visually.
- **Residual traces of washing (RTW):** Residual traces of washing are all traces resulting from a washing or wiping operation wet and observed after drying. They can be traced visually.
- **Tartar (TA):** Tartar is understood to mean any stains or traces or calcareous leaves left by the passage of hard water after evaporation. They can be traced visually.
- **Miscellaneous-Other (O):** miscellaneous elements can be understood to mean random elements such as spider webs, tights, stickers or other specific stains. The controller will note this visual observation.

During the control exercise, there are "faults" for example: fingerprints, dust, etc.

When several copies of the same element are present in the same room, the inspector will freely choose the number of these copies to be checked.

When the control does not take place directly after cleaning and the premises have been used again, only direct daily soiling by the user will not be retained.

Example of controlling an element

Element to control		Maximum number of breaches allowed	2
Desk		<i>The immediate and free environment of the desk and the points of contact must be free of dust and fingerprints. Any edges and cavities without dust.</i>	

A breach is a fault that does not meet an inspection criterion.

The maximum number of violations allowed is therefore the maximum number of faults that can be attributed to an element.

3.3 Measurement System and Weighting Applied

An examination of the quality performed against the projected quality is obtained by checking all the elements of a room taken as a sample. The sum of these ratings now "rated" represents the quality performed.



The value of the general quality level after awarding points by criterion is obtained by making the following arithmetic mean: Sum of quality points executed / sum of quality points projected.

The importance of the floor or furniture differs from one category to another. To take this into account and, whatever the inventories present at the time of the control, a weighting "caps" the results according to the categories.

It makes sense that inventories close to or in contact with the user are more important to him. We have therefore separated the inventories according to a rule of proximity with the user. We will thus find specific inventories belonging to:

- **Code T :** Workspace: such as desks, chairs, baskets, phones, computers, etc.
- **Code M:** Furnishing areas such as doors, baseboards, windowsills, tall cabinets, frames, distributors, etc.
- **Code S :** Floor coatings

The points awarded therefore follow a fixed distribution according to T-M-S

Example: T-M-S split for a classic desktop

35% of the points will be awarded to the direct work environment Code T

30% of the points will be awarded to the rest of the furniture as cabinets, skirting boards, frames, etc. Code M

35% of points will be awarded for the cleanliness of floor coverings Code S

Points awarded: A number of points are also awarded according to the category of controlled premises.

Example: Classic Office 40 points

Weighting: Taking into account the points granted to the category of the room, the elements to be controlled and its TMS distribution, we obtain a value taken into account for each failure found.

Code	Category	AQL	Points awarded	Impact of a weighted failure on inventories		
				On T	On M	On S
112	Office and counters	85%	40	1.27	0.8	3.5

Example :

If in an office we encounter a failure on a desk (fingerprints), a breach on the door (dust, a failure on the floor (washing marks), we will get $40 \text{ pts} - 1.27 - 0.8 - 3.5 = 34.43 / 40 = 86.07\%$.



3.4 The Sample Size Tables

The sample size tables specify the relationship between the batch size and the sample size. The level of control refers to the relative size of the control. Three levels of control are given as a rule.

An area to be inspected consists of premises of different surfaces that can vary from one to several hundred square meters. The average surface area of the premises can, in general, be evaluated at +/- 33m².

It should be noted that supermarkets will be cut into fictional premises of 50 to 200 m².

For example:

In a parking lot or a large corridor, we will not inspect the entire room, but a part of it, which we will have isolated by "fictitious walls". The standard sets a sampling rule for the type of control to be performed; it will be either a light control (level 1), normal (level 2) or deep (level 3). A table representing a sample of 4 to 800 premises (ie an area of 132 to 26,400m²), the number of premises to inspect according to the type of control recommended by the standard.

So, if we have 400 batches to control, according to the established level 1 sampling rule, we will control 16 batches.

3.5 The Procedure of the Controls

General rules

The Client may appoint an independent accredited inspection body to carry out.

Date of controls

The controller determines the date of the check. The Service Provider may (non-obligatory) be notified 24 hours before the check of the time and date and the exact place before 17 hours the day before the check and he may be present, if at least he is warned (non mandatory reminder). The Client therefore reserves the right to have the controls carried out without the presence of the Service Provider.

Periodicity of controls

The number of checks is left to the initiative of the Client.

Control operation

The controller will randomly or not select a representative number of premises based on the sampling rules in accordance with the requirements of ISO 2859-1: 1999

The control report

After each inspection, a report will include the premises and elements checked and the rating resulting from the observations made.

The Service Provider's response

The Service Provider will then have 2 working days to respond to this report and put in place the corrective actions that he is considering.



Additional control

If the overall result is lower than the acceptable quality level, a new check will be systematically carried out until the situation is back to the required quality.

Qualitative assessment

Periodically, a quality evolution curve will be drawn up making it possible to check overall the level of quality by building, by sector, by level of quality, by category of premises, etc.



**ANNEX B
BASIS OF PAYMENT**

(It will be completed at contract award.)



ANNEX C SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat DA 5000049360
Security Classification / Classification de sécurité Aucune classification

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environnement Canada	2. Branch or Directorate / Direction générale ou Direction DABIS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail <i>Service de main d'œuvre pour l'entretien ménager du CMC Dorval</i>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 359-103(2004/12)

Security Classification / Classification de sécurité Aucune classification





Contract Number / Numéro du contrat DA 5000049360
Security Classification / Classification de sécurité Aucune classification

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : Accès à la salle informatique

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat DA 500049360
Security Classification / Classification de sécurité Aucune classification

PART C - (continued) / PARTIE C - (suite)

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



ANNEX D INSURANCE REQUIREMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which



the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director
Business Law Directorate
Quebec Regional Office (Ottawa)
Department of Justice
284 Wellington Street, Room SAT-6042
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX E
SUPPLIER LIST OF NAMES**

Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#). / Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#).

In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹ / Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹

*** Mandatory Information / Informations obligatoires**

* Complete Legal Name of Company / Dénomination complète de l'entreprise	
* Operating Name / Nom commercial	
* Company's address / Adresse de l'entreprise	* Type of Ownership / Type d'entreprise
	<input type="checkbox"/> Individual / Individuel <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Joint-Venture / Coentreprise
* Board of Directors²/ Membres du conseil d'administration² (Or provide the list as an attachment / Ou mettre la liste en pièce-jointe)	
First name / Prénom Last Name / Nom	Position (if applicable) / Position (si applicable)



¹ **List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

² Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie; Board of Visitors /Comité de réception

Liste des noms: Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.



ANNEX F FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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



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

Work Force 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.

Name and Signature

Date