

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	<b>Title – Titre</b> Janitorial Services at Environment and Climate Change Canada Last Mountain Lake National Wildlife Area	
Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada	EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000049399RR	
Electronic Copy: soumissionsbids@ec.gc.ca	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022-02-01	
BID SOLICITATION DEMANDE DE SOUMISSONS	Bid Solicitation Closes (YYYY- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ) at – à 3:00 P.M. on – le 2022-03-08	Time Zone – Fuseau horaire Central Standard Time
PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA	<b>F.O.B – F.A.B</b> See herein	
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	Address Enquiries to - Adresser Heidi Noble <u>Heidi.Noble@ec.gc.ca</u>	
the document, at the price(s) provided.	Telephone No. – Nº de téléphone	Fax No. – № de Fax
SOUMISSION À:       Delivery Required (YYYY-MM-DD) – Livraison exig         ENVIRONNEMENT ET CHANGEMENT       MM-JJ)         CLIMATIQUE CANADA       2024-03-31		) – Livraison exigée (AAAA-
Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses	Destination of Services / Destinat Saskatchewan	tion des services
par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	Security / Sécurité There is a security requirement app	licable to the requirement.
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	Telephone No. – N° de téléphone	Fax No. – N° de Fax
	Name and title of person authori Vendor/Firm: (type or print) / Nom et titre de la personne autor fournisseur/de l'entrepreneur (ta d'imprimerie)	risée à signer au nom du
	Signature	Date



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## Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000049399R dated January 21, 2021 with a closing of February 5, 2021 at 3:00 PM Eastern Standard Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

## PART 1 – GENERAL INFORMATION

### 1.1 Security Requirement

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid security screening as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 -Resulting Contract Clauses; and
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <u>"http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html"Canadian Industrial Security Directorate (CISD), Industrial Security Program (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.</u>

## 1.2 Statement of Work

Environment and Climate Change Canada (ECCC) has a requirement for janitorial services at its Last Mountain Lake (LML) National Wildlife Area (NWA) located at SW30-28-23-W2 Simpson, SK SOG 4M0. The term of the Contract is from award to March 31, 2024 with three one-year option periods.

## 1.3 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## 1.4 Debriefings

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



## PART 2 - BIDDER INSTRUCTIONS

## 2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC <u>Standard Acquisition Clauses and Conditions Manual</u> 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 (2020-05-28) 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 and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

## At Section 06 Late Bids:

**Delete**: "PWGSC" **Insert:** "Environment and Climate Change Canada"

## At Section 07 Delayed Bids:

**Delete:** "PWGSC" Insert: "Environment and Climate Change 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"

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

**Delete:** "sixty (60) days" **Insert:** "one hundred and twenty (120) days"



## 2.2 Submission of Bids

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

## 2.3 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

## 2.5 Applicable Laws

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

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.

## 2.6 Bid Challenge and Recourse Mechanisms

a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

Office of the Procurement Ombudsman (OPO) Canadian International Trade Tribunal (CITT)

c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### 2.7 **Optional Site Visit**

It is recommended 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 Last Mountain Lake National Wildlife Area SW30-28-23-W2 on Wednesday February 23, 2022. The site visit will begin at 10:00 a.m. CST, on the front deck of the office building.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than Monday, February 21 at 6:00 p.m. CST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the following certification:

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to

\_\_\_\_\_(insert solicitation number), warrant and certify that all personnel that will attend this site visit on the business' behalf are:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of \_\_\_\_\_\_(name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_(name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature:	
Date:	

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all



individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. 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**

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

## Note for electronic submission of bids:

In order to be considered, bids must be received by 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: <u>soumissionsbids@ec.gc.ca</u> Attention: Heidi Noble Solicitation Number: 5000049399RR

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.

Bids sent by fax will not be accepted.

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 Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- **1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- **1.3** Bidders must submit their rates 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 in accordance with the Basis of Payment in Annex "B".

## **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.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

## 1.1.1. 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. Refer to Attachment 1 to Part 4

## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

		Met	Number
MF1	The maximum budget allocated for this project must not exceed		
	\$95,000.00 applicable taxes extra, including option periods, all labour,		
	associated costs and subcontractors. Bids valued in excess of this		
	amount will be considered non-responsive. This disclosure of project		
	funds does not commit the Department to pay such an amount.		

## 1.3. Evaluation of Price

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

#### 2. Basis of Selection

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



## ATTACHMENT 1 TO PART 4 MANDATORY TECHNICAL CRITERIA

	Mandatory Technical Criteria	Mandatory Criterion Met	Page Number
	Bidder/Corporate Experience		
MT1	<ul> <li>The Bidder must have provided janitorial services for one (1) client for a minimum of six months within the last three (3) years at date of bid closing. The Bidder must provide a reference for one (1) of its clients.</li> <li>In order to demonstrate this experience the Bidder is requested to complete the Client Reference Table found at Attachment 2 to Part 4, or provide the equivalent information.</li> <li>Refer to Attachment 4 to Part 4, Reference Checks for additional information.</li> </ul>		
	Resource Experience		
MT2	<ul> <li>The Bidder must demonstrate that each proposed resource has a minimum of one (1) year of cleaning experience within the last five (5) years at date of bid closing.</li> <li>In order to demonstrate this experience the Bidder is requested to complete the Proposed Resource Table found at Attachment 3 to Part 4, or provide the equivalent information.</li> <li>*A proposed resource is any person that would perform the Work under a resulting contract.</li> </ul>		



## ATTACHMENT 2 TO PART 4 CLIENT REFERENCE TABLE

# The Bidder should complete the Client Reference Table and include it with its bid. The Client Reference Table is for $\underline{\text{MT1}}$

Client Reference Table Refer to additional information below: Client Reference Check		
	Client Reference 1	
Client Name		
Client Address		
Client Contact Name		
Client Phone Number		
Client Email		



## ATTACHMENT 3 TO PART 4 PROPOSED RESOURCE TABLE

## The Bidder should complete the Proposed Resource Table for each of its proposed resources and include it with its bid.

The Proposed Resource Table is for  $\underline{\text{MT2}}$ 

Additional rows may be added as required.

Proposed Resource Table			
Proposed Resource's Name:			
	Project 1		
Company:			
Start Date:			
End Date:			
Project Description:			
	Project 2		
Company:			
Start Date:			
End Date:			
Project Description:			



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## **ATTACHMENT 4 TO PART 4 REFERENCE CHECKS**

- i. If a reference check is performed, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found nonresponsive.



## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

## 5.1. Certifications Required with the Bid

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

## 5.1.1 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. Refer to Annex "F" for the COVID-19 Vaccination Requirement Certification.

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website, to be given further consideration in the procurement process.

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity <u>FCP Limited</u> <u>Eligibility to Bid</u>" list available from Employment and Social Development Canada (ESDC) - Labor's website.

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

## 5.3 Additional Certifications Precedent to Contract Award

## 5.3.1 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.

## 5.3.2 Education and Experience

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



## PART 6 - RESULTING CONTRACT

Title: Janitorial Services at Environment and Climate Change Canada Last Mountain Lake National Wildlife Area

## 6.1 Security Requirement

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

- 6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid security screening issued by the Government of Canada.
- 6.1.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC.
- 6.1.1.3 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 6.1.1.4 The Contractor/Offeror must comply with the provisions of the:
- 6.1.1.4.1 Security Requirements Check List and security guide (if applicable), attached at Annex
- 6.1.1.4.2 Industrial Security Manual (Latest Edition)

## 6.2. Insurance Requirements

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

## 6.3. Statement of Work

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

## 6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

## 6.4.1 General Conditions

2010B (2021-12-02) General Conditions - Professional Services (Medium Complexity) 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: "36 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"

## 6.4.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4013 (2021-11-29), Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## 6.4.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (insert name(s) of person(s)).

## 6.5. Term of Contract

## 6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the



Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.6. Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:
Title:
Environment and Climate Change Canada
Procurement and Contracting Division
Address:
Telephone:
E-mail address:

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.

### 6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Environment an	d Climate Change Canada
Canadian Wildli	fe Service
Address:	
Telephone:	
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.

#### 6.6.3 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	
Telephone:	
E-mail address:	

## 6.7. 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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.



## 6.8 Payment

## 6.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are\_\_\_\_\_ (insert "included", "excluded" **OR** "subject to exemption") and Applicable Taxes are extra.

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

## 6.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. 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.

## 6.9. Invoicing Instructions

## 6.9.1 Monthly Payments

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

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

## 6.10. Certifications and Additional Information

## 6.10.1 Compliance

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



## 6.11. Applicable Laws

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

## 6.12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4013 (2021-11-29), Compliance with on-site measures, standing orders, policies and rules
- (c) the general conditions 2010B (2021-12-02), General Conditions: Professional Services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Price Certification;
- (i) Annex F, Certificate of Vaccination Against COVID-19 Supplier; and
- (j) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

## 6.13. Insurance

## 6.13.1 Insurance Requirements – Specific requirement

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.

## 6.14. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution" Dispute Resolution".



## ANNEX "A"

## STATEMENT OF WORK

## **Objective:**

Environment and Climate Change Canada (ECCC) has a requirement for janitorial services at its Last Mountain Lake (LML) National Wildlife Area (NWA).

## Location:

Last Mountain Lake National Wildlife Area ECCC – Canadian Wildlife Service (CWS) SW30-28-23-W2 PO Box 280 Simpson, Saskatchewan S0G 4M0

Sites:

- 1. Headquarters Site: Administration Building 232 sq. m. (2500 sq. ft.)
- 2. Headquarters Site: Pavilion 98 sq. m. (1054 sq. ft.). \*commencing April 1, 2023 (ECCC will not require any cleaning before this date).
- 3. Head Quarters Site: Main Shop Building washroom 15 sq. m. (160 sq. ft.)
- 4. Lasher House 165 sq. m. (1777.78 sq. ft.)
- 5. Pine Portable Washrooms: 2;
  - a. Grassland Trailhead one unit 10 sq. m. (99 sq. ft.)
  - b. Wetland Trailhead two units, 15 sq. m. (160 sq. ft.) together

## Hours of Operation:

LML NWA office is open routinely from 8am-4pm Monday-Friday. The National Wildlife Area and public washrooms are open to the public during daylight hours (dawn until dusk), 7 days per week.

## Statutory Holidays:

New Year's Day – January 1 Good Friday – March or April – Friday before Easter Sunday Easter – March or April – Monday after Easter Sunday Victoria Day – May – Monday preceding May 25 Canada Day – July 1 Labour Day – First Monday in September National Day for Truth and Reconciliation – September 30 Remembrance Day – November 11 Christmas – December 25 Boxing Day – December 26

If the statutory holiday falls on a weekend, the following business day will be treated as the statutory holiday. ECCC is open Family Day, which falls on the third Monday in February in Saskatchewan.

## To Site Travel Conditions:

The areas described in the contract statement of work are at multiple locations within the Last Mountain Lake National Wildlife Area. The Contractor is responsible for travel to and from the sites. Access to these areas will require travel on provincial grid (gravel) roads and travel time between the locations. During inclement weather conditions travel may not be possible on the days specified below, in this event the Technical Authority requires notice as soon as possible with an alternate date to provide the cleaning services. If the Contractor cannot provide services on the specified days for reasons other than inclement weather and poor travel conditions, the Technical Authority requires a minimum of 48 hours notice with an alternate date to provide the cleaning services.



## **Required Certifications and Documentation:**

## The Contractor must provide the Technical Authority with the following prior to commencement of the Work:

- 1. A copy of a Workplace Hazardous Materials Information System (WHMIS) Certificate for each resource performing janitorial services under the Contract. The WHMIS must have been obtained within the last five (5) years.
- 2. A list of cleaning products and materials as well as the manufacturer product information sheets and product safety data sheets as applicable. All products and materials must be Ecologo or Green Seal certified as applicable.

## Scope of Work and Deliverables:

The Contractor must provide all labour, material, and supplies required to perform the Work including unforeseen work.

Please note: the Contractor must adhere to ECCC Green Cleaning Program, refer to Appendix 1 to Annex A.

## 1. Firm Requirement:

Headquarters Site: Administration Building – April 1 to March 31 for each year of the Contract Weekly:

- Sweep and wash all floors.
- Empty all garbage containers.
- Clean front entrance doors, door glass and windows, outer and inner doors. Clean rear porch doors and door windows. Clean/sanitize door handles and doorknobs.
- Clean front entrance and porch boot racks.
- Vacuum all floor mats.
- Clean wall mount drinking fountain.
- Clean conference room table. Clean chairs as required.
- Dust horizontal surfaces within building including but not limited to window frames, doorframes, wall hung pictures, thermostat covers, heater cabinets, locker tops, fridge top, and shelves.
- Dust desk and reception counter tops, wherever possible without inference: items, equipment and papers must not be moved.
- Spot clean walls of smudges, fingerprints, stains as required.
- Washrooms (admin office and four exterior). Sweep and wash floors, clean/sanitize sinks and faucets, clean and descale toilets, clean mirrors and counter tops, empty waste containers, clean doors and handles, spot clean walls as required, refill paper towel and toilet paper, refill soap and hand sanitizer dispensers.

First and second exterior washrooms are open all year and must be cleaned weekly from April 1 to March 31.

Third and fourth exterior washrooms are open for LML events and must be checked weekly from May 1 to Sept 30, and cleaned after LML event functions.

• Strip and wax rear porch floor twice annually, April and September.

## Windows: - Semi-annually for each year of the Contract

- Spot clean windows interior as required.
- Clean all windows inside and outside twice yearly, April and September.

## Headquarters Site: Pavilion – Commencing April 1, 2023 for the duration of the Contract Weekly:



Pavilion can be cleaned before 4:00PM unless occupied by site visitors or LML functions, otherwise after 4:00PM.

- Sweep and wash floor, Pavilion has no water supply therefore water must be transported from administration building. Used water must be returned to administration building for disposal down first exterior washroom floor drain or toilet.
- Dust all wall hung art and pictures, dust displays and all horizontal surfaces including door and window frames. Dust lighting fixtures and exit signs.
- Spot clean walls as required.
- Clean door glass and door frame side windows. Spot clean all windows as required.
- Clean all windows inside and outside twice annually, April and September.

# Head Quarters Site: Main Shop Building Washroom - April 1 to March 31 for each year of the Contract

Weekly:

- Clean sinks, faucets, mirrors, toilet, spot clean walls and partitions.
- Clean shower.
- Sweep and wash floor.
- Empty garbage bin.
- Re-stock paper towel and toilet paper dispensers, re-fill soap dispensers, and leave some extra stock for the week.

## Pine Portable Washrooms - April 15 to November 30 for each year of the Contract

Weekly:

- Clean sinks and faucets, toilets, mirrors.
- Spot clean walls, doors, door handles, light fixture exteriors.
- Sweep and wash floors.
- Empty garbage containers.
- Re-stock toilet paper and paper towel dispensers, re-fill soap dispensers.
- Clean washroom doors handles and spot clean doors as required.
- Clean water tank storage closet once annually, May.

## 2. Optional Work:

Covid-19 mitigations for public washrooms

Up to two times weekly, (example; Tuesday, and Friday) cleaning public washrooms in 3 locations:

- 1. Two washrooms on the outside of LML NWA office,
- 2. One washroom (standalone) at the Grassland Trailhead
- 3. Two washrooms (standalone) at the Wetland Trailhead.

Cleaning public washrooms includes:

- Clean if visibly dirty
- Disinfect high-touch surfaces:
- indoor and outdoor door handles and push surfaces
- toilet lid, seat, top of tank, flush and fill buttons
- faucet and sink
- garbage can lid (even though it is foot-operated)
- purse/coat hooks
- baby change table
- soap dispenser
- towel dispenser
- accessible door-opener and lock push-panels (on office building only)

## Optional Work must not commence until the Work is authorized in writing by the Technical Authority or delegated alternate.

## 3. Unforeseen Work:

## Additional Cleaning Services:

Depending on seasonal conditions and LML activity some cleaning services, at one or more locations, may require additional cleaning services.

- a) Staff House cleaning: Twice yearly (April and November) usually when no staff are living in this shared accommodation, we require a thorough cleaning in the fall after use by seasonal staff, and again in the spring prior to arrival of seasonal LML staff.
  - Clean basement: remove any rodent droppings (Contractor must follow the ECCC Hanta Virus Control Statement of Procedure for clean up method), sweep floor, remove cob webs from ceiling and window sills, clean stairs and hand rails, clean walls were required.
  - Clean main and second floor: clean all hard surface floors, stairs and hand rail, vacuum carpets, steam clean or shampoo sofa, clean all counter tops, top of cupboards, inside cupboards (kitchen and washrooms), clean stove and fridge inside and outside, clean outside of washer and dryer, clean bedroom closets, clean windows inside and outside, clean all furniture (tables, chairs, desk, bookcases), remove cob webs from walls and ceiling, clean doors and door handles (exterior and interior doors)
  - clean washrooms toilets and showers, walls and partitions, mirrors, clean light fixtures, clean cabinets and drawers.

Unforeseen Work must not commence until a quote is obtained from the Contractor and the Work is authorized by the Technical Authority or delegated alternate.



## APPENDIX "1" TO ANNEX A ECCC GREEN CLEANING PROGRAM

## Introduction:

A Green Cleaning Program has been established to meet the criteria, standards and goals set out primarily in:

- Health Canada's Indoor Air Quality in Office Buildings Guide
- Federal Sustainable Development Strategy
- Environment Canada's Green Procurement Policy
- BOMA Best Certification Program
- Canadian Occupational Health and Safety Regulations
- Canadian Labor Code

## Goals:

Cleaning products and equipment used have a direct impact on the environment, air, water and soil. Traditional cleaning products contain hazardous chemicals that can cause serious environmental damage and many are made from non-renewable natural resources, that once depleted are not available to future generations. Cleaning products in ready-to-use formats require more packaging and hazardous waste disposal efforts, in comparison to green clean products that are less hazardous and come in concentrate solutions that minimize packaging and waste disposal.

Common cleaning practices result in the pouring, wiping and spraying of many different products that can leave behind residuals of chemicals that may irritate building occupants and cleaning personnel. Using green clean products can significantly reduce the number and type of chemicals used, resulting in a healthier indoor environment.

The choices made for cleaning products, procedures and equipment can affect the life span of the materials used to construct and maintain buildings. Traditional cleaning products may contain hazardous and harsh chemicals, older technology cleaning equipment is less efficient in energy consumption and in dust and particulate capture. Both can damage and prematurely age building construction materials, finishes, plumbing and air handling systems

With the use of green cleaning products, fewer chemicals are used to achieve the same effect and the chemicals used are less toxic to human health and the environment. Green certified cleaning equipment may be slightly more expensive to purchase initially but promotes sustainability, offers a longer life cycle, is more energy efficient, and outperforms older technologies. This reduces operating, labor, maintenance, replacement and disposal costs.

The ECCC Green Cleaning Program aims to establish and communicate pro-active housekeeping practices that promote a healthy and sustainable environment. These practices, whether they are cleaning methods, equipment selection and use or procurement choices, ensure that the health of building occupants is not compromised, protect building infrastructure, minimize energy consumption, waste and conserve natural resources.

## Scope:

The ECCC Green Cleaning Program will apply to a contracted custodial service company that has been awarded a multi-year contract for delivering cleaning and maintenances services to LML The program conditions will ensure a consistent level of quality service during the term of the contract, and that the health and safety of everyone working within the building as well as environmental considerations are protected within the requirements of the program.

The ECCC Green Cleaning Program is comprised of four objectives:

- Green Cleaning Policy
- Sustainable Procurement Policy
- Sustainable Equipment Policy
- Performance Evaluation

## **Green Cleaning Policy Requirements:**

- Documented Standard Operating Procedures (SOP); step-by-step instructions for completing all cleaning tasks performed at the LML sites.
- Provision of personal protective equipment used by cleaning personnel for each cleaning task.



- Safe guards used to protect building occupants during completion of cleaning tasks.
- Documented training program noting duration for initial contract start and subsequent new employees.
- Submission of a schedule of cleaning tasks described in the cleaning contract statement of work, noting; frequencies, by whom and completion time (time of day, day of week/month, etc.)
- Daily and weekly completion of cleaning logs by each cleaning employee, to verify completion of cleaning schedule tasks.

## Sustainable Procurement Policy Requirements:

- Cleaning products and materials such as disinfectants, all purpose cleaners, glass cleaners, floor detergents, garbage bags, etc., must be certified by ECOLOGO or Green Seal. Submission of manufacturer product information sheets and product Safety Data Sheets (SDS).
- Use of cleaning product concentrates, containing chemicals, that utilizes a measuring and dilution control system that limits worker exposure and facilitates proper dilution ratios of chemical concentrates.
- Use of foaming hand soap with a cartridge replacement dispenser, does not contain dyes or fragrances, does not contain anti-microbial agents. Has a neutral pH level.
- Paper towel containing 40-60% recycled content with hands free dispensers. Toilet paper in bulk rolls containing 20-60% recycled content. Paper products must be certified by the Forest Stewardship Council (fsc.org) as having mixed content responsibly sourced.
- Use of microfiber cleaning cloths and equipment utilizing microfiber mops, brushes and pads.

## Sustainable Equipment Policy Requirements:

- All powered equipment must have the following features:
  - Ergonomic design to minimize vibration, noise, and user fatigue.
    - Safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
    - If the equipment is battery powered, the batteries must be environmentally preferable gel batteries.
- Vacuum cleaners must be certified by the Carpet and Rug Institute (CRI) Seal of Approval/Green Label Vacuum Program at Silver Level minimum and operate with a maximum sound level of less than 70 dBA.
- Carpet extraction equipment, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval testing program for Deep Cleaning Extractors
- Powered floor maintenance equipment must be equipped with such as vacuums, guards, or other devices for capturing fine particulates and must operate with a sound level of less than 70 dBA.
- Submission of maintenance records.

## Performance Evaluation:

The Technical Authority, or designate, will access and evaluate the compliance of the ECCC Green Cleaning Program by the following means:

- The Technical Authority, or designate, may perform solo inspections at any time to verify completion of required cleaning tasks and to acceptable standards of cleanliness.
- Inspection of cleaning logs completed by cleaning personnel.
- Monthly inspections conducted by Technical Authority, or designate, and cleaning company representative, cleaning supervisor or company manager.
- Evaluations of work requests sent to cleaning company by the Technical Authority.
- Success of verbal and written communication efforts with cleaning personnel.
- Cleanliness of janitor rooms and storage of equipment, condition of powered cleaning equipment.
- Verification of certified green cleaning products and equipment are being used.



All evaluation efforts will be documented and a copy submitted to the cleaning company.

# Any ECCC Green Cleaning Program exceptions, requested by the cleaning company, must have prior approval from the LML Technical Authority





## ANNEX "B"

## **BASIS OF PAYMENT**

An annual allowance for unforeseen work up to a maximum of \$1,000.00 for each year has been included in the Basis of Payment. The maximum for unforeseen work listed below is for evaluation purposes and is an estimate provided in good faith.

The Annual Allowance for Unforeseen Work per year set in the tables below must not be revised. If a bidder alters this estimate, its bid will be deemed non-responsive.

## The Contractor will be paid as follows:

#### Table 1:

Year One		
	April 1, 2022 – March 31, 2023	3
	Firm Requirement	
Number of Months (A)	Monthly Rate (B)	Price (A)*(B) = (C)
12 Months	\$	\$ (C)
	Optional Work	
Number of Weeks (D)	Weekly Rate (E)	Price (D)*(E) = (F)
1 Week	\$	\$ (F)
	Unforeseen Work	-1
Annual Allowance for Unforeseen Work		\$1,000.00 (G)
Total Price for Year One (C) + (F) + (G)		\$



Table 2:

Year Two April 1, 2023 – March 31, 2024									
	Firm Requirement								
Number of Months (A)	Monthly Rate (B)	Price (A)*(B) = (C)							
12 Months	\$	\$ (C)							
	Optional Work								
Number of Weeks (D)	Weekly Rate (E)	Price (D)*(E) = (F)							
1 Week	\$	\$ (F)							
	Unforeseen Work								
Annual Allowance for Unforeseen Work \$1,000.00 (G)									
Total Price for Year Two (C) +	· (F) + (G)	\$							

## Table 3:

Option Period One									
	April 1, 2024 – March 31, 2025								
	Firm Requiremen								
Number of Months (A)	Monthly Rate (B)	Price (A)*(B) = (C)							
12 Months	\$	\$							
		(C)							
	Optional Work								
Number of Weeks (D)	Weekly Rate (E)	Price (D)*(E) = (F)							
1 Week	\$	\$							
		(F)							
	Unforeseen Work	(							
Annual Allowan	ce for Unforeseen Work	\$1,000.00 (G)							
Total Price for Year One (C)	+ (F) + (G)	\$							



Table 4:

Option Period Two April 1, 2025 – March 31, 2026									
	Firm Requirement								
Number of Months (A)	Monthly Rate (B)	Price (A)*(B) = (C)							
12 Months	\$	\$ (C)							
	Optional Work								
Number of Weeks (D)	Weekly Rate (E)	Price (D)*(E) = (F)							
1 Week	\$ (F)								
	Unforeseen Work	1							
Annual Allowance for Unforeseen Work \$1,000.00 (G)									
Total Price for Option Period	Total Price for Option Period Two (C) + (F) + (G)     \$								

## Table 5:

Option Period Three April 1, 2026 – March 31, 2027								
	Firm Requirement	t						
Number of Months (A)	Monthly Rate (B)	Price (A)*(B) = (C)						
12 Months	\$	\$ (C)						
	Optional Work	· · ·						
Number of Weeks (D)	Weekly Rate (E)	Price (D)*(E) = (F)						
1 Week	\$ (F)							
	Unforeseen Work	L						
Annual Allowance for Unforeseen Work \$1,000.00 (G)								
Total Price for Option Peric	od Three (C) + (F) + (G)	\$						

*	Environment and Climate Change Canada	Environnement et Changement climatique Canada	Solicitation No. 5000049399RR
Evaluated (Table 1 -	d Price: ⊦ Table 2 + Table 3 + Table	\$ 9 4 + Table 5)	
Applicab	le Taxes:	\$	
Total Pric	:e:	\$	



## ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST

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Government Gouvernement of Canada du Canada Contract Number / Numéro du contrat 5000049399

Security Classification / Classification de sécurité

LISTE DE VÉRIFIC	CURITY REQUIR ATION DES EXIO	SENCES RELAT	TIVES			
PART A - CONTRACT INFORMATION / PARTIE A - 1. Originating Government Department or Organization	n /		2.	Branch or	Directorate / Direction génér	rale ou Direction
Ministère ou organisme gouvernemental d'origine	ECCC		_		Canadian Wildlife Se	
<ol> <li>a) Subcontract Number / Numéro du contrat de sou</li> </ol>		3. b) Name and A	ddress o	of Subcont	ractor / Nom et adresse du so	ous-traitant
<ol> <li>Brief Description of Work / Brève description du tra</li> </ol>						
Janitorial services at Last Mountiar	Lake Nation	al Wildlife Ai	rea of	fice, st	aff residence and w	ashrooms
<ol> <li>a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis</li> </ol>						No Ves Non Oui
5. b) Will the supplier require access to unclassified n Regulations? Le fournisseur aura-t-il accès à des données teo sur le contrôle des données techniques?	hniques militaires n					No Yes Non Oui
<ol><li>Indicate the type of access required / Indiquer le ty</li></ol>	/pe d'accès requis					
8. a) Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q (Préciser le niveau d'accès en utilisant le tablea)	accès à des renseig Jestion 7. c) u qui se trouve à la c	nements ou à des juestion 7. c)	s biens F	PROTÉGÉ	S et/ou CLASSIFIÉS?	No Yes Non Oui
6. b) Will the supplier and its employees (e.g. deaner PROTECTED and/or CLASSIFIED information or Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTEG	or assets is permittee s, personnel d'entre ÉS et/ou CLASSIFIÉ	l. tien) auront-ils aα S n'est pas autori	cès à de			No Ves Non Oui
<ol> <li>c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de messagerie ou de livrais</li> </ol>	on commerciale sar	s entreposage de				No Ves Non Oui
<ol><li>a) Indicate the type of information that the supplier</li></ol>	will be required to a	ccess / Indiquer le	e type d'i	information	n auquel le fournisseur devra	avoir accès
Canada // // n/a 7. b) Release restrictions / Restrictions relatives à la /		/ OTAN			Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la No release restrictions	liffusion All NATO countrie	5 <b>[</b> ]			No release restrictions	
7. b) Release restrictions / Restrictions relatives à la c	diffusion	5 <b>[</b> ]				
7. b) Release restrictions / Restrictions relatives à la No release restrictions Aucune restriction relative	liffusion All NATO countrie	5 <b>[</b> ]			No release restrictions Aucune restriction relative	
7. b) Release restrictions / Restrictions relatives à la d No release restrictions Aucune restriction relative à la diffusion Not releasable	liffusion All NATO countrie				No release restrictions Aucune restriction relative	
7. b) Release restrictions / Restrictions relatives à la c No release restrictions Aucune restriction relative à la diffusion Not releasable À ne pas diffuser	diffusion All NATO countrie Tous les pays de l	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion	
7. b) Release restrictions / Restrictions relatives à la c No release restrictions Aucune restriction relative à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à :	diffusion All NATO countrie Tous les pays de l Restricted to: / Lin	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à :	
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7. b) Release restrictions / Restrictions relatives à la c         No release restrictions         Aucune restriction relative         à la diffusion         Not releasable         À ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTÉGÉ A	All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉCÉ A	
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7. b) Release restrictions / Restrictions relatives à la division         No release restriction relative à la diffusion         Aucune restriction relative à la diffusion         Not releasable à ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTÉGÉ B         PROTECTED C         PROTÉGÉ C	Iffusion All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO DIFFUSION NATO CONFIDEN NATO CONFIDEN	5 OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED B PROTÉGÉ B PROTÉGÉ B PROTECTED C PROTÉGÉ C	
7. b) Release restrictions / Restrictions relatives à la c         No release restrictions         Aucune restriction relative         à la diffusion         Not releasable         À ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTECTED B         PROTÉGÉ B         PROTÉGÉ C         CONFIDENTIAL	All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO CONFIDEN NATO CONFIDEN NATO CONFIDEN NATO CONFIDEN NATO SECRET	5 OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTÉGÉ B PROTECTED C PROTÉGÉ C CONFIDENTIAL	
7. b) Release restrictions / Restrictions relatives à la c         No release restriction relative à la diffusion         À la diffusion         Not releasable À ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTECTED B         PROTÉGÉ B         PROTÉGÉ B         PROTÉGÉ C         CONFIDENTIAL         CONFIDENTIEL	All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO DIFFUSION NATO CONFIDEN NATO CONFIDEN NATO SECRET NATO SECRET	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED B PROTECTED B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL	
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7. b) Release restrictions / Restrictions relatives à la c         No release restriction relative à la diffusion         Aucune restriction relative à la diffusion         Not releasable         À ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTÉGÉ B         PROTÉCTED B         PROTÉCTED C         PROTÉCTED C         PROTÉCTED C         PROTÉGÉ C         CONFIDENTIAL         CONFIDENTIEL	Iffusion All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO DIFFUSION NATO CONFIDEN NATO CONFIDEN NATO SECRET NATO SECRET COSMIC TOP SE	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTÉGÉ A PROTECTED B PROTECTED B PROTECTED B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET	
7. b) Release restrictions / Restrictions relatives à la c         No release restriction relative à la diffusion         Aucune restriction relative à la diffusion         Not releasable à ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTÉGÉ A         PROTÉGÉ B         PROTÉCTED C         PROTÉGÉ C         CONFIDENTIAL         CONFIDENTIAL         CONFIDENTIAL         SECRET	Iffusion All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO DIFFUSION NATO CONFIDEN NATO CONFIDEN NATO SECRET NATO SECRET COSMIC TOP SE	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTECTED B PROTECTED B PROTÉGÉ B PROTECTED B PROTÉGÉ B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET	
7. b) Release restrictions / Restrictions relatives à la d         No release restriction relative         Aucune restriction relative         à la diffusion         Not releasable         À ne pas diffuser         Restricted to: / Limité à :         Specify country(ies): / Préciser le(s) pays :         7. c) Level of information / Niveau d'information         PROTECTED A         PROTECTED B         PROTECTED B         PROTECTED C         PROTÉGÉ B         PROTECTED C         PROTÉGÉ C         CONFIDENTIAL         CONFIDENTIAL         SECRET         SECRET         TOP SECRET	Iffusion All NATO countrie Tous les pays de l Restricted to: / Lin Specify country(ie NATO UNCLASSI NATO NON CLAS NATO RESTRICT NATO DIFFUSION NATO CONFIDEN NATO CONFIDEN NATO SECRET NATO SECRET COSMIC TOP SE	s OTAN	pays :		No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Précis PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTECTED B PROTÉGÉ B PROTECTED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET	

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PART A (cont	inued) / PARTIE A (suite)									
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?										
If Yes, indic	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?									
	ur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?									
Charles Table (										
	) of material / Titre(s) abrégé(s) du matériel : lumber / Numéro du document :									
PART B - PER	SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)									
10. a) Personn	el security screening level required / Niveau de contrôle de la sécurité du personnel requis									
	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECR									
	COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÉS SEC	RET								
		OP SECRET								
		RÉS SECRET								
	SITE ACCESS ACCES AUX EMPLACEMENTS									
	Special comments:									
	Commentaires spéciaux :									
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.									
	REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être f	iourni.								
	creened personnel be used for portions of the work?	No Yes								
	onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? rill unscreened personnel be escorted?	V Non Oui								
	firmative, le personnel en question sera-t-il escorté?	TviNentextiduere								
	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) DN / 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	No Yes								
premise		Non Oui								
CLASSI	isseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou FIÉS?									
	supplier be required to safeguard COMSEC information or assets? isseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Non Oui								
PRODUCTIO	N									
	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	No Yes								
	the supplier's site or premises? Illations du foumisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	V Non Oui								
et/ou CL	ASSIFIÉ?									
INCORMATIO	N TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF Á LA TECHNOLOGIE DE L'INFORMATION (TI)									
INFORMATIC	N LECHNOLOGY (II) MEDIA / SUPPORT RELATIFA LA LECHNOLOGIE DE L'INFORMATION (II)									
11	unitian be maniped to use its IT sustains to destroyingly property conduct a state PROTECTED and/or OF ACCUSED	No Yes								
	upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data?	Non Oui								
	sseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des									
renseign	ements ou des données PROTÉGÉS et/ou CLASSIFIÉS?									
11, e) Will there	be an electronic link between the supplier's IT systems and the government department or agency?	No Yes								
Dispose	ra-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence	V Non Oui								
gouvern	ementale?									

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

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

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

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO						COMSEC			
	۸	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		PROTECTED PROTÉGÉ CONFIDER		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÊS SECRET	۸	в	c	CONFIDENTIEL		TRES SECRET
Information / Assets																
Renseignements / Biens Production	<u> </u>		<u> </u>									<u> </u>				<u> </u>
roubcoon																
IT Media / Support Ti																
IT Link / Lien électronique																
12. a) Is the descrip La description										SIFIÉE?				[	X No Non	
lf Yes, classify Dans l'affirma « Classificatio	ative	, cla	ssif	ier le présent	formulai	re en ind	iquant le niv									
12. b) Will the docu La documenta														[	X No Non	
If Yes, classify attachments (						and botto	m in the are	a entitled "S	ecurity C	lassificati	on"	and	indic	ate with		

attachments (e.g. SECRE) with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat
5000049399
Security Classification / Classification de sécurité reliability

PART D - AUTHORIZATION / PART	IF D - AUTORISATIO	N				
13. Organization Project Authority / C						
Name (print) - Nom (en lettres moulé	Title - Titre Signa			<sup>Signature</sup> Kerry Hecker		
Kerry Hecker	Wildlife A	rea Manager		<i>d</i> .		
Telephone No N° de téléphone 306-836-2022				télécopieur E-mail address - Adresse courriel kerry.hecker@canada.ca		
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme		Malcon	Digitally signed
Name (print) - Nom (en lettres moulé	es)	Title - Titre	Regional Security	Signature	Nelson,	by Nelson, Lori
Lori Nelson		Admin Officer		Lori	Date: 2020.09.22 12:31:52 -06'00'	
Telephone No N° de téléphone 780 951 8895				miel	Date September 22,	2020
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>				t-elles jointes	5?	No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	Title - Titre Signature					
Telephone No N° de téléphone	Facsimile No Nº de	e télécopieur E-mail address - Adresse courrie			Date	
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature			
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date	

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## 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)
  - Broad Form Property Damage including Completed Operations: Expands the Property i. Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) j. 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.



- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

## For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8



Environnement et Climate Change Canada Changement climatique Canada

## ANNEX "E"

## PRICE CERTIFICATION

## Rate or Price Certification

The Contractor certifies that the price proposed:

a. is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;

b. does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity, and

c. does not include any provision for discounts to selling agents.

Name and Title (please print): \_\_\_\_\_

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

Signature: Date:



Environment and Environmement et Climate Change Canada Changement climatique Canada

## ANNEX "F"

## **COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_(insert solicitation number), warrant and certify that all personnel that (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public

- servants will be:
- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy

for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature:	 	
Date:	 	

**Optional** 

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: