

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Janitorial Services	
Solicitation No. - N° de l'invitation EW076-131426/B	Date 2013-02-01
Client Reference No. - N° de référence du client PWGSC	
GETS Reference No. - N° de référence de SEAG PW-\$PWU-014-9716	
File No. - N° de dossier PWU-2-35228 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-18	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lau (RPC), Chris	Buyer Id - Id de l'acheteur pwu014
Telephone No. - N° de téléphone (780) 497-3981 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101 - 50TH AVE YELLOWKNIFE NORTHWEST TERRITORIES X1A2N4 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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

This bid solicitation cancels and supersedes previous bid solicitation number EW076-131426/A dated 2012-11-28 with a closing of 2013-01-22 at 02:00 PM MST

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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, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Cleaning Frequency Chart, the Basis of Payment, the Security Requirements Checklist, the Workers' Compensation Board Mandatory health and Safety, the Insurance Requirements, the PWGSC-TPSGC 572 Task Authorization Form, and the Aboriginal Opportunities Considerations.

2. Summary

Statement of Work

For the supply of all labour, material, equipment, tools, transportation and supervision necessary to provide janitorial services to Public Works and Government Services Canada (PWGSC) at the Government of Canada Building, 187 McKenzie Road, Inuvik, NT.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA)

Term of Contract

Period of the Contract

The period of the Contract is from date of Contract for two (2) years inclusive.

Security Requirement

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. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Web site.

Comprehensive Land Claim Agreements:

Bidders are requested to maximize aboriginal employment, sub-consulting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 10, clauses 10.1.1, 10.1.2, 10.1.3 (a), 10.1.4, 10.1.5, 10.1.6, and 10.1.7 of the Gwich'in Comprehensive Land Claim Agreement and Chapter 16, clauses 16 (a, b, c) of the Inuvialuit Final Agreement.

3. Debriefings

After contract award, 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.

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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 *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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the

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reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Financial Bid (Two (2) hard copies)
Section II: Certifications (Two (2) hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

Section I: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "C". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.2 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section II: 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

The Total Assessed Bid Price will be calculated in accordance with the Basis of Payment at Annex "C".

Optional: A percentage reduction in bid price, **for evaluation purposes only**, is described in Annex "H", Aboriginal Opportunities Consideration.

- a) Line Items 1.0 - 3.0 will be multiplied by their respective Estimated Usages to achieve an Extended Price.
- b) The sum of the Extended Prices for all two (2) years will equal the Evaluated Price.
- c) The percentage reduction obtained from the Aboriginal Opportunities Consideration will then be applied to achieve a Total Assessed Bid Price.

1.1.1 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation 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 related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications 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 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.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows:

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

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

Definitions

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

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

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

"pension" means, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

1.3 Workers' Compensation

At the request of the Contracting Authority, the Contractor must provide to the Contracting Authority, within the time period stated in the request, evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder [as further detailed in Annex "E". Failure to comply with the request of the Contracting Authority and to provide the above documents within the required time period will render the bid non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

1.2 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.

1.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

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

1.2.1 Task Authorization Process

1.2.1.1 The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex G .

1.2.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

1.2.1.3 The Contractor must provide the Project Authority), within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

1.2.1.4 The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

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

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

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

1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

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

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (contracting authority to edit the text as applicable):

For each authorized task:

- a) the authorized task number or task revision number(s);
- b) a title or a brief description of each authorized task;
- c) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- d) the total amount, GST or HST extra, expended to date against each authorized task;
- e) the start and completion date for each authorized task; and
- f) the active status of each authorized task, as applicable.

For all authorized tasks:

- a) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- b) the total amount, GST or HST extra, expended to date against all authorized TAs.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

- 3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.4 The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;

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(b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract for two (2) years inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christopher Lau

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Western Region

Address: 5th Floor, 10025 Jasper Ave., Edmonton, AB T5J 1S6

Telephone: 780-497-3981

Facsimile: 780-497-3510

E-mail address: christopher.lau@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

(To be Provided at Contract Award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

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

5.3 Contractor's Representative

(To be provided by bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

6.1.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of "As and When Requested" Requirements, as determined in accordance with the Basis of Payment in Annex "C", to a limitation of expenditure of \$ _____ (*Amount to be insterted at Contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

6.2.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (*Amount to be insterted at Contract award*). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.2.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.

6.2.4 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.

6.3 Method of Payment

SACC Manual clause H1008C (2008-05-12) (2008-05-12) Monthly Payment

6.4 SACC Manual Clauses

A9117C T1204 - Direct Request by Customer Department (2007-11-30)
C0705C Discretionary Audit, (2010-01-11),

6.5 Time Verification

SACC Manual clause C0710C Time and Contract Price Verification (2007-11-30)

6.6 Contractor Performance

6.6.1 Where a complaint of non-performance or substandard Work in relation to the Quality Standards at Annex "B" has been received and validated by the Project Authority, the Contractor will be notified the same day or at the next daily meeting (depending on the time the complaint has been received) with written or facsimile confirmation to follow.

6.6.2 Where the Scheduled Work (whether done daily, weekly, monthly, quarterly, semi-annually or annually) identified as substandard has not been corrected within the time specified in the notice to the Contractor, a portion of the contract price will be deducted as follows:

- a) Invoice will be deducted for each day of the default based on the firm monthly rate per m² quoted in Annex "C".

Number of Days x Number of square metres x Rate per square metre (prorated from the monthly rate)

6.6.3 Nothing in this Article must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract for non-performance or substandard performance of the Work.

7. Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report
- (e) a copy of each Task Authorization form for Work completed in the month being invoiced.

7.2 Invoices must be distributed as follows:

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

8. Certifications

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 - General Conditions - Higher Complexity - Services (2012-11-19);
- (c) Annex A, Statement of Work;
- (d) Annex B, Cleaning Frequency Chart
- (e) Annex C, Basis of Payment;
- (f) Annex D, Security Requirements Check List;
- (g) Annex E, Workers' Compensation Board Mandatory Health and Safety
- (h) Annex F, Insurance Requirements;
- (i) Annex G, Form PWGSC-TPSGC 572 Task Authorization
- (j) the signed Task Authorizations (including all of its annexes, if any) ;
- (k) the Contractor's bid dated _____.

11. Foreign Nationals (Canadian Contractor)

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

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. 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.

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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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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Annex "A"
Work

Statement of

Please refer to attachment titled "SOW - EW076-131426 - E".

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Annex "B"
Chart

Cleaning Frequency

Please refer to attachment titled "CFC - EW076-130140 - E".

Annex "C"**Basis of Payment**

-If the cleaner is already on site, emergency work will not be considered an extra.

-The estimated usages listed below will be used for evaluation purposes only; actual usage may vary.

ITEM	Description	First Year 2013/2014	Second Year 2014/2015	Usage
1	To provide cleaning services as stated in attached Specifications	\$ _____ /Month	\$ _____ /Month	12 Months
2	Emergency and/or Extra Services *			
a	Janitorial Labour during regular working hours	\$ _____ /Hour	\$ _____ /Hour	5Hours (est.)
b	Janitorial Labour outside regular working hours	\$ _____ /Hour	\$ _____ /Hour	5Hours (est.)
c	Janitorial Labour on weekends and statutory holidays	\$ _____ /Hour	\$ _____ /Hour	5Hours (est.)
3	Snow Removal Services	\$ _____ /Hour	\$ _____ /Hour	50Hours (est.)
4	Material used in extra work to be charged at the Contractor's laid down cost plus a mark-up of ...	_____ %	_____ %	\$100.00 (est.)

Total: \$

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Annex "D"
List

Security Requirements Check

Please refer to attachment titled "SRCL - EW076-131426 - E".

Annex "E"

Workers' Compensation Board Mandatory Health and Safety

1. EMPLOYER/CONTRACTOR

1.1 The Contractor must, for the purposes of the Safety Act and Regulations, Northwest Territories or Nunavut, and for the duration of the Work of the Contract, act as the Employer on the work site.

2. HEALTH AND SAFETY PROGRAM

2.1 The Contractor must provide and maintain, for the duration of the Contract, one of the following:

2.1.1 A Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ);

2.1.2 A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, unless none is required by law or the Contractor is exempt (has ten (10) or less employees), in which case the Contractor must still provide evidence to Canada of a system to manage health and safety.

2.2 Where the Contractor provides information pursuant to 2.1.2 above, it must also complete and provide to the Contracting Authority the Declaration as found in this Annex.

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WCB DECLARATION

DATE: _____

CONTRACTOR NAME: _____

ADDRESS: _____

Please indicate the applicable option:

A) The Contractor is exempt from the Northwest Territories Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program or Nunavut equivalent, on the basis that the Contractor does not at the present time employ more than ten (10) full time employees, including those required on all current contracts for all clients.

Current number of full time employees: _____

OR

B) The Contractor complies with the Northwest Territories Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program or Nunavut equivalent, on the basis that the Contractor does employ more than ten (10) full time employees, including those required on all current projects for all clients.

Current number of full time employees: _____

NAME OF AUTHORIZED CONTRACTOR SIGNING OFFICER (please print)

TITLE OF AUTHORIZED CONTRACTOR SIGNING OFFICER

SIGNATURE

Annex "F"**Insurance Requirements****1.0 Commercial General Liability Insurance**

1.1 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.

1.2 The Commercial General Liability policy must include the following:

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

2.0 Automobile Liability Insurance

2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2.2 The policy must include the following:

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

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Annex "G"

Form PWGSC-TPSGC 572 Task

Authorization

Please refer to attachment titled "PWGSC-TPSGC 572 - EW076-131426".

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Annex "H"

Aboriginal Opportunities

Consideration

BONUS POINTS:

The following optional bonus points for Aboriginal benefits allow the Offeror to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

An outline of the approach and methodology of the Aboriginal Opportunities Consideration must be detailed in the proposal,

These bonus points will ONLY be applied in consideration of the CLCA described in Part 2 of the Basis of Payment at Annex "B".

A) **ABORIGINAL OPPORTUNITIES CONSIDERATION**

ABORIGINAL OPPORTUNITIES	Point Value	Score
<p>Offices:</p> <p>Offeror has an office located in the Gwich'in Comprehensive Land Claim Agreement Area or the Inuvialuit Final Agreement Area.</p>	2	
<p>Training and Development:</p> <p>Offeror has provided an undertaking of a commitment with respect to delivery of training and/or development programs for local and/or regional Aboriginal citizens.</p> <p>This will be evaluated based on the following criteria: Innovation Long-term Socio-Economic Benefit/Impact Marketable Training/Skills</p> <p>Some ideas include but are not limited to: Apprenticeship Programs Summer employment for College/University students Scholarship funds Partnerships with Training Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)</p>	2	
<p>Community Development:</p> <p>Offeror has provided an undertaking of a commitment with respect to delivery of a community development program for local and/or regional Aboriginal citizens.</p> <p>This will be evaluated based on the following criteria: Innovation Long-term Socio-economic Benefit/Impact Alignment with the Communities' development Plan</p> <p>Some ideas include but are not limited to: Grants Infrastructure Equipment</p>	2	
<p>Labour Recruitment:</p> <p>Offeror provided a plan demonstrating the proposed approach to recruitment and employment of local and/or regional Aboriginal Labor.</p>	2	

<p>The plan should include the proposed methods of recruitment, consultations with the Aboriginals and any local and/or regional Aboriginal citizens currently in employ with the firm.</p> <p>This will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> Innovation Level of effort/consultation Socio-Economic Benefit/Impact Level of employment (i.e. Laborer vs. Engineer) Length of employment (i.e. Short term vs. permanent, Full time vs. Part time) 		
<p>Sub-contractors/Suppliers: Offeror provided a plan demonstrating the proposed approach to utilizing local and/or regional Aboriginal Subcontractors or Suppliers.</p> <p>The Plan should include but not be limited to:</p> <ul style="list-style-type: none"> Potential Suppliers (including the Prime Contractor if applicable) List of existing available local and/or regional Aboriginal subs (If applicable) Consultation with local and/or regional Aboriginal Subcontractors/Suppliers 	2	
MAXIMUM TOTAL POINTS AVAILABLE	10	

The points obtained from the Aboriginal Opportunities Consideration (AOC) will be applied to the Assessed Offer Price in the following manner:

Point Scale:

10 points	= 5.0% reduction in price for evaluation purposes only
9 points	= 4.5% reduction in price for evaluation purposes only
8 points	= 4.0% reduction in price for evaluation purposes only
7 points	= 3.5% reduction in price for evaluation purposes only
6 points	= 3.0% reduction in price for evaluation purposes only
5 points	= 2.5% reduction in price for evaluation purposes only
4 points	= 2.0% reduction in price for evaluation purposes only
3 points	= 1.5 % reduction in price for evaluation purposes only
2 points	= 1.0% reduction in price for evaluation purposes only
1 points	= 0.5% reduction in price for evaluation purposes only
0 points	= 0.0% reduction in price for evaluation purposes only

Example:

Evaluated Price from the Basis of Payment - \$100,000.00

Points Scored from the Aboriginal Opportunity Consideration - 10 (5% reduction)

Total Evaluated Price = \$95,000.00

Annex "A"

GOCB Janitorial Contract 187 McKenzie Road, Inuvik, NT

General Requirements:

1.1 Purpose:

- .1 For the supply of all labour, material, equipment, tools, transportation and supervision necessary to provide janitorial services to Public Works and Government Services Canada (PWGSC) at the Government of Canada Building, 187 McKenzie Road, Inuvik, NT. The Government of Canada Building is approximately 859.7 square meters.

1.2 Hours of work:

- .1 The building included in this specification shall be cleaned Monday through Friday after normal working hours from 18:00 to 24:00 hours.
- .2 Cleaning on Saturdays and Sundays is permitted but at no additional cost. The contractor shall submit a shift schedule for weekend cleaning and must be approved by the designated representative of PWGSC hereafter referred to as the Site Authority.
- .3 Groundskeeping shall be performed Monday through Sunday.
- .4 Snow Removal Operations shall be performed Monday through Sunday and are to be completed by 07:30.

1.3 Additional and Emergency Cleaning Services:

- .1 The cost of additional cleaning and emergency cleaning will be in accordance with the hourly rates included in the Basis of Pricing/Payment.
- .2 Additional cleaning not included in the specifications must be pre-approved by the designated representative of PWGSC hereafter referred to as the Site Authority.
- .3 The Contractor will provide telephone numbers for regular service calls and after hours call backs to respond to emergency calls 24 hours a day 7 days a week.
- .4 Emergency call-outs do not apply if the cleaner is still on the premise during the regular work day.
- .5 Incremental weather conditions at times will necessitate additional cleaning. The Contractor will do so without additional cost, on being specifically requested.

1.4 Routine Cleaning:

- .1 Routine cleaning is defined in the Frequency Chart as: Daily, Twice Weekly, Weekly, and Monthly.

1.5 Major Operations:

- .1 Major Operations are defined in the Frequency Chart as: Every Three Months, Every 6 Months and Annual tasks.

1.6 Operational Schedules:

.1 Routine Cleaning Schedule

30 days after the effective date of the contract, the Contractor shall provide a schedule showing the labour distribution to perform the work with the exact days and times the routine cleaning will be carried out through the week. All changes shall be approved by the Site Authority.

.2 Major Operations Cleaning Schedule

Major Operations Cleaning Schedule: 30 days after the effective date of the contract, the contractor shall provide a work schedule showing when the Major Operation listed on the Frequency Chart will be performed and shall include a start and completion date (cont). for each task. Inspection by the Site Authority will be conducted based on these dates. All changes to the schedule shall be approved by the Site Authority.

1.7 Requirement Changes:

- .1 Should the requirement of PWGSC change during the period of the Contract, necessitating the removal of any space and provided the general scope of the work does not change, written notice shall be provided to the Contractor to that effect.
- .2 Such notice will be given thirty (30) days prior to the deletion of space. Space may be removed and or restored to the Contract at a later date using the rates stated in the Contract.

1.8 Conversion of floor coverings:

- .1 There will be no adjustments to the Contract amount where the existing floor covering is converted to another type of material during the term of the Contract.

1.9 Quality Standards

- .1 The quality standards where applicable shall be strictly adhered to. The definitions for the Quality Standards are attached at Annex A.

1.10 Inspections:

- .1 Periodic inspections for the routine cleaning and scheduled inspection for the Major cleaning tasks will be made by the Site Authority, who shall determine if the work is satisfactory. Should the work be considered as unsatisfactory to meet the standard, the Contractor must correct the faults as recorded and at the same time continue to provide the normal Contract requirements. A re-inspection by the Site Authority will occur to ensure that the building has been brought up to standard.

1.11 Log Book:

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

Scope of Work

2.1 Areas of Cleaning:

.1 Interior areas:

- .1 Areas include: entrances, lobbies, offices, storage rooms, hallways, work areas, meeting rooms, coffee rooms, washrooms, shipping and receiving rooms and loading docks .
- .2 The extent of window cleaning will include only the inside of the window glass, draft deflectors and window framing.
- .3 The cleaning of Electrical and Mechanical rooms, do not form part of the Contract.

.2 Exterior areas:

- .1 Exterior cleaning is required on the grounds, walkways, sidewalks and parking lot by picking up litter and providing snow removal.

2.2. Frequency of cleaning:

.1 Frequency chart shown in Annex A:

- .1 The cleaning specification is divided into distinct areas of locations to be cleaned, i.e. walls, floors, ceilings, etc. Each specified location is then further classified by type, i.e. Floors - tile , wood, vinyl, etc. and what is required to be done for that particular type.

.2 Cleaning Frequency Codes:

- .1 The following frequency codes shall apply to this Contract. In any case where the cleaning frequency is mentioned in a general section as well as a specific building area section, the specific section will take precedence.

D - Daily Four Days a Week, **W** - Weekly, **TW** - Twice Weekly,
M - Monthly, **E3M** - Every Third Month, **E6M** - Every Six Months, **A** - Annually

2.3. Replacement of Light bulbs:

- .1 The Contractor will replace burnt out tubes no later than the next working day after it is reported and will be replaced with the same type as was installed when it burnt out . PWGSC will supply fluorescent tubes and incandescent light bulbs. The Contractor is to inform the Site Authority when new stock is required.

2.4. Garbage Recyclables:

- .1 Garbage and recyclable waste is not to be stored or piled in corridors or elevator lobbies. It is to be transported to the designated storage/pickup locations.

2.5 Snow Removal:

- .1 The Contractor shall clear and remove snow, slush, ice, accumulated sand or gravel from all entrances, exits, landings, steps, sidewalks, handicap access ramps, handicap parking areas and emergency exits to a distance of 3 meters from the building..
- .2 Spread de-icer, sand and /or gravel over dangerous surfaces. Ice pellets for sidewalks and ice removal shall not be harmful to concrete surfaces.
- .3 Do not stockpile snow on areas planted with shrubs or ground cover.
- .4 Ensure drainage from melting snow will not cause flooding in any of the buildings and will not cross sidewalks, walkways, or driveways.
- .5 Incremental weather conditions at times will necessitate additional cleaning. The Contractor will do so without additional cost, on being specifically requested .
- .6 All snow removal must be completed by 07:30. Monday through Sunday. Where snow clearing/removal is not completed by 07:30 hours and a hazardous condition exists, the Property Manager reserves the right to have the snow cleared/removed by others. All costs would be deducted from the Contractors monthly payment.

2.6 Grounds Litter:

- .1 Keep all areas free of litter including lawns, flower beds, paved areas, unpaved parking, perimeter of the building, municipal sidewalks, drains and ditches free of litter and debris.
- .2 Sweep all entrances, landings, steps, sidewalks, decks. Hose down all sidewalks, steps paved areas as required.

3. Personnel:

3.1 Contractor Staff:

- .1 The Contractor is to provide a list of names of cleaning staff to PWGSC upon award. List is to be updated when changes occur.
- .2 Cleaners working under this contract will not be taken off of this contract in order to work on another contract without a suitable replacement being brought in to fill behind them.
- .3 All employees are to be a minimum of 18 years of age. Under no circumstances shall the Contractor allow employees to bring children or visitors onto the site.
- .4 The Contractor shall, on the request of the Site Authority remove from the workplace any person employed on the work force who, in the opinion of the Site Authority, is found to be incompetent or, has conducted himself or herself in an improper manner. The Contractor shall not permit that person to return to the work site without written consent of the Site Authority, whose decision shall be final.
- .5 Subcontracting of janitorial services under this contract is strictly prohibited. Subcontracting in part or in whole shall be considered a contract violation and default procedures shall be initiated against the Contractor by the Crown.

3.2 Superintendent:

- .1 The Contractor shall, during working hours, and until the work has been completed, employ on the site of the work a competent superintendent who has the authority to receive, on behalf of the Contractor any order, direction or other communication that may be given under the contract.
- .2 The on-site superintendent shall receive and respond to any and all complaints etc. through the Site Authority or their designated representative.

3.3 Identifier clothing:

- .1 All Contractor staff will be clothed in such a manner that they are immediately recognizable to building occupants. This may be through the use of a uniform, smock, or aprons. The company name, crest or logo shall be affixed to the uniform.
- .2 Clean uniforms shall be provided by the Contractor and worn at all times.

3.4 Training and Documentation:

- .1 The Contractor will provide proof for each employee that they have received training in the Workplace Hazardous Material Information System (WHMIS), as well as any industry required fields which apply. Such training will include, but not be limited to, WHMIS, safe procedures for the replacement of fluorescent lamps, building evacuation and what to do in case of a fire.

4. Security:

3.1 Security Clearances and Controlled Access to the building:

- .1 All Contractor staff will have to be cleared to the Reliability Status level by PWGSC prior to starting work in the building. The Contractor shall submit a list of all personnel to be employed in this contract. The list must include the names of at least one (1) standby person so that a Reliability Status check can be initiated. The Contractor must ensure that he/she retains a full standby staffing requirement.
- .2 Only those employees who have received a security clearance, and whose names appear on the contractors payroll, will be allowed access to the work site. No other persons accompanying employees shall be allowed on site. (cont)
- .3 During the term of the contract, the Contractor shall promptly advise the Site Authority of any changes in personnel.

4.2 Security Keys:

- .1 The Contractor shall be responsible for all keys and/or door access cards issued by the Site Authority and shall be fully protected at all times. If keys or cards have been lost, the Contractor shall be held fully responsible for all costs to re-key the affected areas of the building.
- .2 The Contractor shall remain responsible for the security of the building to the extent of locking and unlocking of exterior doors and, the inspection of windows to ensure they are closed and locked (where applicable) before leaving the premises.

5. Safety:

- .1 The Contractor will adhere to all safety measures respecting personnel and fire hazards recommended by national and provincial codes, and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.
- .2 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Site Authority reserves the right to have equipment judged to be unsafe, not suitable or defective, taken out of service. The Contractor shall be responsible to supply suitable replacement equipment, comparable to that which was originally provided and approved, in a timely manner.
- .3 The Contractor's staff shall report all architectural, electrical and mechanical deficiencies observed during the performance of the cleaning services to the Site Authority immediately.
- .4 The Contractor shall report any repair requirements of an urgent nature to the PWGSC Emergency number 873-1517 after normal working hours and any minor non-urgent repairs to the Service Desk during normal working hours the next day 1-800-463-1850.

6. Materials and Supplies:

6.1 Provided by the Contractor:

- .1 The Contractor shall provide all consumable products, all cleaning supplies, cleaning equipment, snow removal equipment including sand and/or gravel for sidewalks. All products used are subject to the approval of the PWGSC Site Authority.
- .2 All recycle bags required for various recycle containers and shredders must be approved by the Site Authority.
- .3 All materials shall be suitable for the surfaces intended, used in the manner specified by the manufacturer, and brought onto the premises in the manufacturer's original unopened container. The type of floor cleaning equipment used shall be in accordance with the appropriate manufacturer's standards.
- .4 The Contractor shall ensure that all products used in the workplace are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS) and shall maintain an on-site file with the most recent up-to-date MSDS sheets for each product.
- .5 Where applicable, the Contractor shall supply environmentally friendly materials, supplies and products.

6.2 Provided by the Crown:

- .1 **Fluorescent Tubes:** PWGSC will supply fluorescent tubes and incandescent light bulbs.
- .2 **Mats:** PWGSC will supply walkway mats, the contractor will place them into all utilized entrances during the period 01 October - May 31. The Contractor shall have clean dry spare mats available and store the mats in a designated area when not in use. The

contractor will rotate the mats and replace them with clean dry mats in order to remove, maintain and clean.

7. Space Assigned:

- .1 PWGSC will provide the Contractor with building storage space as is considered necessary for the performance of the Contractor's duties.
- .2 The Contractor shall not list, publicize or use in any fashion, for business purposes, the address of the facility. A telephone may be installed at the expense of the Contractor, but must be unlisted and not appear in telephone directories or advertised as a business telephone.
- .3 Telephones located in the building offices and public areas are for business or emergency use. Contractor employees using these telephones should keep this in mind and use them accordingly.
- .4 PWGSC will not be responsible for damages to the Contractor's supplies, materials, equipment or to their employees personal belongings brought into the building. Contractor will supply lockers for the storage of personnel's belongings as required.
- .5 The Contractor or his employees will not park in Government parking spaces.

8. Building Operations:

- .1 Report any and all maintenance repairs required to the building heating systems plumbing electrical or water systems to the Site Authority immediately.
- .2 Blocked sinks, and other drains are to be cleaned immediately by use of a plunger. If plumbing work is necessary, notify the Site Authority immediately.
- .3 Advise PWGSC of any spots on any flooring that cannot be removed by normal means and any damage to or lifting of flooring.