

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
The Cambridge Building  
3 Queen Street/3, rue Queen  
Charlottetown  
Prince Edward Island  
C1A 4A2

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

All enquiries are to be submitted in writing to the  
Contracting Authority, Darlene Reay, either by  
facsimile or by e-mail at: darlene.reay@pwgsc.gc.ca.

**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  
The Cambridge Building  
3 Queen Street/3 rue, Queen  
PO Box 1268/CP 1268  
Charlottetown  
Prince Ed  
C1A 4A2

<b>Title - Sujet</b> Bldg Cleaning Svcs, Joseph A.Ghiz B	
<b>Solicitation No. - N° de l'invitation</b> E0226-133325/A	<b>Date</b> 2013-03-04
<b>Client Reference No. - N° de référence du client</b> R.001717.013	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWC-008-3228
<b>File No. - N° de dossier</b> PWC-2-35153 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reay, D (PWC)	<b>Buyer Id - Id de l'acheteur</b> pwc008
<b>Telephone No. - N° de téléphone</b> (902) 566-7518 ( )	<b>FAX No. - N° de FAX</b> (902) 566-7514
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Building Cleaning Services Joseph A. Ghiz Bldg Summerside Prince Edward Island Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Maintenance Services - Building Cleaning  
Joseph A. Ghiz Building  
Charlottetown, PEI**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Requirement
2. Debriefings

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Insurance Requirements
6. Workers Compensation Certification - Letter of Good Standing
7. Bid Financial Security
8. Security Deposit Definition
9. Security Deposit

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures and Basis of Selection

**PART 5 - CERTIFICATIONS**

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

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
- 9.. Priority of Documents
10. SACC Manual Clauses
11. Insurance Requirements

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

R.001717.013

File No. - N° du dossier

PWC-2-35153

CCC No./N° CCC - FMS No/ N° VME

---

12. Financial Security
13. Security Deposit Definition
14. Contract Financial Security

**List of Annexes:**

- Annex A: Evaluation Criteria and Basis of Selection
- Annex B: Basis of Payment
- Annex C: Complete List of Each Individual Who is Currently on the Bidder's Board of Directors
- Annex D: Specification

## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

Public Works & Government Services Canada (PWGSC) has a requirement for the furnishing of all labour, supervision, tools, equipment and cleaning materials required to provide building cleaning services at the Joseph A. Ghiz Building, 275 Pope Road, Summerside, Prince Edward Island. The Service Contract is from May 1, 2013 to April 30, 2014, with an option to renew for two additional one year periods. The services must be provided in accordance with the Specification attached at Annex "D".

This agreement is subject to the provisions of the Agreement on Internal Trade, the North American Free Trade Agreement, as well as the Canada-Peru and Canada-Columbia Free Trade Agreements.

### **2. 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.

---

## 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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)  
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.

#### 1.1 SACC Manual Clauses (by reference)

##### A0220T - Evaluation of Price (2007-05-25)

### 2. Submission of Bids

Tenders shall be received at the office designated for the receipt of tenders, on or before the date and time set for tender closing. Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS ( 902-566-7514 ).

#### NOTE: FACSIMILE BIDS

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

**Bid Receiving**  
**Public Works and Government Services Canada**  
**3 Queen Street**  
**Charlottetown, Prince Edward Island**  
**C1A 4A2**

**NOTE: THIS IS NOT A PUBLIC OPENING**

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) 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 Prince Edward Island.

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. 2008/05/12 G1005C Insurance**

The Contractor is responsible to decide if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor will be at its own expense and for its own benefit and protection. It will not release the Contractor from or reduce its liability under the Contract.

### **6. 2012/07/16 A0285T Workers' Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 7 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

**7. Bid Financial Security E0004T (2011-05-16)**

1. Bidders must provide bid financial security consisting of:

- a. a security deposit as defined in clause E0008T, or
- b. a bid bond form PWGSC-TPSGC 504, which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If the financial security is in the form of a bill of exchange or a government guaranteed bond and:

- (a) the year one (1) bid price is \$250,000, or less, the amount of the security deposit must represent ten (10%) percent of the year one (1) bid price (May 01, 2013 until April 30, 2014); or
- (b) the year one (1) bid price exceeds \$250,000, the amount of the security deposit must be \$25,000 plus five (5%) percent of the amount by which the year one (1) bid price (May 01, 2013 until April 30, 2014); bid price exceeds \$250,000, to a maximum of \$250,000.00.

4. If the financial security is a bid bond, the amount of the bond must represent ten (10%) percent of the bid price.

5. Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).

**8. Security Deposit Definition E0008T (2012-07-16)**

1. "security deposit" means

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or
- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- a. any corporation or institution that is a member of the Canadian Payments Association;
  - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
  - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - i. will make a payment to or to the order of Canada, as the beneficiary;
    - ii. will accept and pay bills of exchange drawn by Canada;
    - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate, against written demand(s) payment, provided that the conditions of the letter of credit are complied
- for  
with.
- b. must state the face amount which may be drawn against it;
  - c. must state its expiry date;
  - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment the authorized departmental representative identified in the letter of credit by
- signed by  
his/her office;
- e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

- f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

**9. Security Deposit E0003T (2011-05-16)**

1. Canada will hold the security deposit as security to entry into a contract. If a successful bidder refuses to enter into contract, the amount of the security deposit will be forfeited to Canada or a demand for payment will be made against the letter of credit by Canada. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by Canada for the requirement.
2. Canada will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon receipt of the required contract financial security. If no contract is awarded, Canada will return all security deposits at the expiration of the bid validity period, including any extension.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Price must not appear in any other area of the bid except in the **Financial Bid**.

Canada requests that bidders provide their bid in separately bound sections as follows: Followpearat is required that the bids follow the response format/instructions as detailed below:

#### **Section I: Technical Bid**

No Technical Bid required as part of this requirement.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certification required under Part 5.

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures and Basis of Selection**

Bids will be evaluated in accordance with the **Evaluation Criteria and Basis of Selection** specified in **Annex "A"** and **Basis of Payment** specified in **Annex "B"**. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

---

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 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 Certifications - Certifications Precedent to Contract Award**

**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 Former Public Servant - Competitive Requirements

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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:

name of former public servant;

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 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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

## 2.2 Federal Contractors Program - \$200,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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), in which case a duly signed certificate of commitment is attached;

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Requirement**

Public Works & Government Services Canada (PWGSC) has a requirement for the furnishing of all labour, supervision, tools, equipment and cleaning materials required to provide building cleaning services at the Joseph A. Ghiz Building, 275 Pope Road, Summerside, Prince Edward Island. The Service Contract is from May 1, 2013 to April 30, 2014, with an option to renew for two additional one year periods.

The services must be provided in accordance with the Specification attached at Annex "D".

### **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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The work is to be performed from May 1, 2013 to April 30, 2014.

#### **3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **4. Authorities**

##### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Darlene Reay  
Title: A/Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 3 Queen Street  
Charlottetown, PEI  
C1A 4A2  
  
Telephone: (902) 566-7518  
Facsimile: (902) 566-7514  
E-mail address: darlene.reay@pwgsc.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.

##### **4.2 Project Authority - Will be made available at time of 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.

#### **4.3 Contractor's Representative**

Name:

Title:

Organization:

Address:

Telephone:

Fax:

E-mail:

#### **5. Payment**

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

##### **5.1 Monthly Payment**

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

#### **6. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2012-11-19), General Conditions - Services (Medium Complexity).

#### **7. Certifications**

**7.1** 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.

#### **8. Applicable Laws**

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

## 9. 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) 2010C (2012-11-19);
- (c) Specification (Annex "D") and annexes;
- (d) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (e) the Contractor's bid dated \_\_\_\_\_

## 10. SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25) Worker's Compensation  
 SACC Manual Clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
 SACC Manual Clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 11. 2008/05/12 G1005C Insurance

The Contractor is responsible to decide if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor will be at its own expense and for its own benefit and protection. It will not release the Contractor from or reduce its liability under the Contract.

## 12. Financial Security E0005C (2011-05-16)

1. The Contractor must provide the Contracting Authority with financial security within fourteen (14) calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause E0008C in the amount of \$\_\_\_\_\_ for the entire contract period, including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.

These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.

5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada so converts the security deposit:
  - a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - b. if Canada enters into a contract to have the Work completed, the Contractor will:
    - i. be considered to have irrevocably abandoned the Work; and
    - ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

### **13. Security Deposit Definition E0008C (2012-07-16)**

#### **1. "security deposit" means**

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or
- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

#### **2. "approved financial institution" means**

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
- e. the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- a. payable to bearer;
- b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- c. registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - i. will make a payment to or to the order of Canada, as the beneficiary;
    - ii. will accept and pay bills of exchange drawn by Canada;
    - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate, against written demand(s) payment, provided that the conditions of the letter of credit are complied
- for  
with.
- b. must state the face amount which may be drawn against it;
  - c. must state its expiry date;
  - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment the authorized departmental representative identified in the letter of credit by
- signed by  
his/her office;
- e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

- f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

#### 14. Contract Financial Security **E0007C (2011-05-16)**

1. The Contractor must provide one of the following contract financial securities within fourteen (14) calendar days after the date of contract award:
- (a) a performance bond (form PWGSC-TPSGC 505) in the amount of ten (10%) percent of the Contract Price; or
- (b) a security deposit as defined in clause E0008C in the amount of :
- (1) the year one (1) contract price is \$250,000, or less, the amount of the security deposit must represent ten (10%) percent of the year one (1) bid price (April 01, 2013 until March 31, 2014); or
- (2) the year one (1) contract price exceeds \$250,000, the amount of the security deposit must be \$25,000 plus five (5%) percent of the amount by which the year one (1) bid price (April 01, 2013 until March 31, 2014) exceeds \$250,000, to a maximum of \$250,000.00.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

---

## **ANNEX "A"**

### **EVALUATION CRITERIA AND BASIS OF SELECTION**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

#### **1. Mandatory Criteria**

1. Submission of firm prices/rates for one (1) year including two (2) option years in accordance with Invitation to Tender.
2. A duly completed and signed Invitation to Tender including all Addenda.
3. Within seven (7) days and prior to award of Service Contract, provide proof that Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.
4. Bidders must provide Bid Financial Security when submitting a bid. **Failure to do so shall render the bidder's proposal as non-responsive.**
8. The Contractor must provide Contract financial security within **14 calendar days** after the date of contract award.

#### **2. 2007/05/07 A0069T Basis of Selection - Mandatory Requirements Only**

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.

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

## **ANNEX "B"**

### **BASIS OF PAYMENT**

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

## **ANNEX "B" BASIS OF PAYMENT**

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

Solicitation No. - N° de l'invitation

E0226-133325/A

Client Ref. No. - N° de réf. du client

R.001717.013

Amd. No. - N° de la modif.

File No. - N° du dossier

PWC-2-35153

Buyer ID - Id de l'acheteur

pwc008

CCC No./N° CCC - FMS No/ N° VME

**NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF A ONE YEAR PERIOD FROM THE DATE OF AWARD.**

Item	Class of Service	Total
1	<b>Total Amount for the Term (One Year) (12 Month Period in 2013-2014, from Date of Award)</b>	\$
2	<b>Total Amount for the 1st Option Year (Next 12 Month Period in 2014-2015)</b>	\$
3	<b>Total Amount for the 2nd Option Year (Next 12 Month Period in 2015-2016)</b>	\$
	<b>TOTAL AMOUNT OF TENDER  (One Year Contract Plus Two - One Year Extensions)</b>	\$

Solicitation No. - N° de l'invitation

E0226-133325/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwc008

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001717.013

PWC-2-35153

---

## **ANNEX "C" Complete List of Each Individual Who is Currently on the Board of Directors**

***NOTE TO BIDDERS  
WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

Solicitation No. - N° de l'invitation

E0226-133325/A

Client Ref. No. - N° de réf. du client

R.001717.013

Amd. No. - N° de la modif.

File No. - N° du dossier

PWC-2-35153

Buyer ID - Id de l'acheteur

pwc008

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX "D"**

**SPECIFICATION**

**SEE ATT1**