

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**800 Burrard Street, 12th floor**  
**800, rue Burrard, 12e étage**  
**Vancouver**  
**British Columbia**  
**V6Z 2V8**  
**Bid Fax: (604) 775-9381**

**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**

**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 -  
Pacific Region  
800 Burrard Street, 12th floor  
800, rue Burrard, 12e étage  
Vancouver  
British C  
V6Z 2V8

<b>Title - Sujet</b> Window Cleaning	
<b>Solicitation No. - N° de l'invitation</b> EZ899-130253/A	<b>Date</b> 2012-08-10
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-020-6763
<b>File No. - N° de dossier</b> PWY-2-35073 (020)	<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 2012-09-24</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 666-0043 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CBSA - Huntingdon and Pacific Border Crossings, Various, B.C	

**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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**IMPORTANT NOTICE TO BIDDERS**

**IMPORTANT CHANGES HAVE BEEN BROUGHT TO SECTION 01 "CODE OF CONDUCT AND CERTIFICATIONS - BID" OF CLAUSE 2003 (2012-07-11) STANDARD INSTRUCTIONS - GOODS OR SERVICES - COMPETITIVE REQUIREMENTS. PLEASE REFER TO PART 5, 5.1.1**

**Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to **Ronny Ly** by facsimile 604-775-6633 or by e-mail to [ronny.ly@pwgsc.gc.ca](mailto:ronny.ly@pwgsc.gc.ca)

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following web site:  
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

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CCC No./N° CCC - FMS No/ N° VME

PWY-2-35073

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Annex D      SAMPLE of the Consent to a Criminal Record Verification Form (PWGSC-TPSGC 229)

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven (7) parts plus 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirement 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 Security Requirements Check List, the Statement of Work, a Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder, a sample of Consent to a Criminal Record Verification Forms.

### **1.2 Summary**

- (i) To provide Window Cleaning Services including all labour, supervision, transportation, tools, material, and equipment for Public Works and Government Services Canada (PWGSC), located at 0 Sumas Way, Huntingdon, B.C. and 28 - 176th St., Surrey, B.C., for a period of two (2) years with Canada retaining an irrevocable option to extend the contract for a period of three (3) additional consecutive twelve (12) month periods in accordance with all terms and conditions detailed in the Invitation To Tender (ITT) document. The services must be provided in accordance with the Statement of Work attached as Annex "A";
- (ii) the period of any resulting Contract will be for a period of two (2) years with Canada retaining an irrevocable option to extend the contract for a period of three (3) additional consecutive twelve (12) month periods.
- (iii) There is a security requirement associated with this requirement. *For additional information, consult Part 6 - Security Requirement, 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>) document on the Departmental Standard Procurement Documents Web site.*
- (iv) Pursuant to section 01 of Standard Instructions 2003, a Consent to a Criminal Record Verification form, must be submitted with the bid for each individual who is currently on the Bidder's Board of Directors.

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- (v) The requirement is subject to the provisions of *the North American Free Trade Agreement (NAFTA)*, *the Agreement on Internal Trade (AIT)*, *the Canada-Chile FTA*, *the Canada-Colombia FTA*, and *the Canada-Peru FTA*).

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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, 2012-07-11 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*

### **2.2 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.

### **2.3 Enquiries - Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

### **2.4 Applicable Laws**

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

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

### **2.5 Mandatory Site Visit**

It is MANDATORY that the bidder attend the site visit at the designated date and time to examine the scope of the work required and the existing conditions. A maximum of two (2) representatives per bidder will be permitted to examine the sites.

The site visit will be held on August 17, 2012 at 9:00a.m. Bidders are to meet at Pacific Border Crossing Commercial Lobby located at #28 - 176th Street Surrey, BC. Bidders can park in either of the two Public

parking lots on site. After the tour of Pacific Border Crossing, bidders will go to Huntingdon Border Crossing to tour that facility. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their proposals, therefore, will be considered as non-responsive. NO EXCEPTIONS WILL BE MADE.

As proof of attendance, at the site visit, the Technical Authority will have an Attendance Form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance Form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be deemed non-responsive.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Prices must appear in 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

Bidders must submit their financial bid in accordance with the Basis of Pricing detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

#### Basis of Pricing

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

It is **MANDATORY** that the bidders submit firm prices/rates in Canadian Funds for the contract years and three (3) option years for all items listed hereafter.

#### PRICING SCHEDULE 1:

Firm all inclusive prices including overhead, profit and all related costs for Interior and Exterior Window Cleaning in accordance with the Statement of Work, Section 2, Clause 1.

### HUNTINGDON BORDER CROSSING

#### CONTRACT YEARS (2 YEARS) HUNTINGDON BORDER CROSSING

Item	Scope of Work	Frequency	Cost per Time	2 Year Cost
1	Clean inspection booth glass inside and outside	48	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	12	\$ _____	\$ _____
3	Clean all second floor windows inside and outside except exterior of walkway	8	\$ _____	\$ _____
4	Clean exterior of second floor walkway windows	4	\$ _____	\$ _____

<b>TOTAL COST FOR CONTRACT YEARS (HST/GST EXTRA) A</b>	<b>\$</b>
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**OPTION YEAR 1 HUNTINGDON BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booth glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean all second floor windows inside and outside except exterior of walkway	4	\$ _____	\$ _____
4	Clean exterior of second floor walkway windows	2	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR 1 (HST/GST EXTRA) B</b>				<b>\$</b>

**OPTION YEAR 2 HUNTINGDON BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booth glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean all second floor windows inside and outside except exterior of walkway	4	\$ _____	\$ _____
4	Clean exterior of second floor walkway windows	2	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR 2 (HST/GST EXTRA) C</b>				<b>\$</b>

**OPTION YEAR 3 HUNTINGDON BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booth glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean all second floor windows inside and outside except exterior of walkway	4	\$ _____	\$ _____
4	Clean exterior of second floor walkway windows	2	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR 3 (HST/GST EXTRA) D</b>				<b>\$</b>

**PACIFIC HIGHWAY BORDER CROSSING****CONTRACT YEARS (2 YEARS) PACIFIC HIGHWAY BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	2 Year Cost
1	Clean inspection booths glass inside and outside	48	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	12	\$ _____	\$ _____
3	Clean lunchroom windows inside and outside	24	\$ _____	\$ _____
4	Clean agriculture building windows inside and outside	8	\$ _____	\$ _____
5	Clean all second floor windows inside and outside	8	\$ _____	\$ _____
6	Clean entrance skylights top side and bottom side. Note this doesn't include parking area skylights	4	\$ _____	\$ _____
7	Clean both sides of stairway partition glass	8	\$ _____	\$ _____
8	Clean all partition glass beside 5 new booths	24	\$ _____	\$ _____
<b>TOTAL COST FOR CONTRACT YEARS (HST/GST EXTRA) E</b>				<b>\$</b>

**OPTION YEAR 1 PACIFIC HIGHWAY BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booths glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean lunchroom windows inside and outside	12	\$ _____	\$ _____
4	Clean agriculture building windows inside and outside	4	\$ _____	\$ _____
5	Clean all second floor windows inside and outside	4	\$ _____	\$ _____
6	Clean entrance skylights top side and bottom side. Note this doesn't include parking area skylights	2	\$ _____	\$ _____
7	Clean both sides of stairway partition glass	4	\$ _____	\$ _____
8	Clean all partition glass beside 5 new booths	12	\$ _____	\$ _____

<b>TOTAL COST FOR OPTION YEAR 1 (HST/GST EXTRA) F   \$</b>
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**OPTION YEAR 2 PACIFIC HIGHWAY BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booths glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean lunchroom windows inside and outside	12	\$ _____	\$ _____
4	Clean agriculture building windows inside and outside	4	\$ _____	\$ _____
5	Clean all second floor windows inside and outside	4	\$ _____	\$ _____
6	Clean entrance skylights top side and bottom side. Note this doesn't include parking area skylights	2	\$ _____	\$ _____
7	Clean both sides of stairway partition glass	4	\$ _____	\$ _____
8	Clean all partition glass beside 5 new booths	12	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR 2 (HST/GST EXTRA) G   \$</b>				

**OPTION YEAR 3 PACIFIC HIGHWAY BORDER CROSSING**

Item	Scope of Work	Frequency	Cost per Time	1 Year Cost
1	Clean inspection booths glass inside and outside	24	\$ _____	\$ _____
2	Clean ground floor windows inside and outside	6	\$ _____	\$ _____
3	Clean lunchroom windows inside and outside	12	\$ _____	\$ _____
4	Clean agriculture building windows inside and outside	4	\$ _____	\$ _____
5	Clean all second floor windows inside and outside	4	\$ _____	\$ _____
6	Clean entrance skylights top side and bottom side. Note this doesn't include parking area skylights	2	\$ _____	\$ _____
7	Clean both sides of stairway partition glass	4	\$ _____	\$ _____
8	Clean all partition glass beside 5 new booths	12	\$ _____	\$ _____

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<b>TOTAL COST FOR OPTION YEAR 3 (HST/GST EXTRA)</b>	<b>H</b>	<b>\$</b>
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**TOTAL ASSESSED TENDER PRICE:**

Sum of Basis of Pricing, Pricing Schedule 1 (Contract Years + 3 Option Years)

"A" + "B" + "C" + "D" + "E" + "F" + "G" + "H"

\$\_\_\_\_\_ (HST/GST Extra)

In the case of error in the extension of prices, the unit price will govern. Canada may enter into contract without negotiation.

**Section II: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### **4.1.1 Evaluation - Mandatory Requirements**

- (1) Site Visit attendance
- (2) Submission of firm prices/rates in accordance with the Invitation to Tender Part 3, Section I - Financial Bid;
- (3) Submission of Complete List of names of all individuals who are currently directors of the Bidder and the Consent to a Criminal Record Verification Form (PWGSC-TPSGC 229) for each individual named in the list;
- (4) Bidders must duly complete and **SIGN** the first page of their Tender document;
- (5) Contractor's window cleaners must be safety trained and certified by the **Exterior Building Contractor's Association** or other acceptable organization that is recognized by WCB prior to working on the sites. **A copy of the certificate must be submitted with the bid.**

Only tenders found to meet **ALL** the mandatory requirements will be deemed acceptable tenders and will be further evaluated in accordance with the evaluation criteria. Tenders not meeting **ALL** of the mandatory requirements will be deemed non-responsive and will be given **NO** further consideration.

### **4.2 Basis of Selection**

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

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## **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 the 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.

### **5.1 Certifications required with the Bid**

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

#### **5.1.1 CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD VERIFICATION**

##### **5.1.1.1 Bidders must submit with their bid:**

- (a) a complete list of names of all individuals who are currently directors of the Bidder (as Annex C); and**
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229 - <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html>), for each individual named in the list (see Sample Form at Annex D).**

The above should be completed and submitted with the bid by the bid solicitation closing date. If the above is not completed and submitted with the bid by the bid solicitation closing date, 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.

### **5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

The certifications listed below should be submitted with the bid but may be completed and submitted afterwards. If any of these required certifications is not completed or 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.

#### **5.2.1 Federal Contractors Program - over \$25,000 and below \$200,000 (A3031T 2010-08-16)**

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

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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;

(d) ( ) 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.

## 5.2.2 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.

**PART 6 - SECURITY REQUIREMENT****6.1 SECURITY REQUIREMENT****SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

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).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B
  - (b) Industrial Security Manual (Latest Edition).

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1. Statement of Work**

- (i) To provide Window Cleaning Services including all labour, supervision, transportation, tools, material, and equipment for Public Works and Government Services Canada (PWGSC), located at 0 Sumas Way, Huntingdon, B.C. and 28 - 176th St., Surrey, B.C., for a period of two (2) years with Canada retaining an irrevocable option to extend the contract for a period of three (3) additional consecutive twelve (12) month periods in accordance with all terms and conditions detailed in the Invitation To Tender (ITT) document. The services must be provided in accordance with the Statement of Work attached as Annex "A."

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

2035 (2012-07-16), General Conditions - Services, apply to and form part of the Contract.

### **7.3 Security Requirement**

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

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).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B
  - (b) Industrial Security Manual (Latest Edition).

### **7.4 Term of Contract**

#### **7.4.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive

#### **7.4.2 Option to Extend Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ronny Ly  
Public Works and Government Services Canada  
641-800 Burrard Street  
Vancouver, B.C. V6Z 2V8  
Telephone Number: (604) 666-0043  
Facsimile Number: (604) 775-6633

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

### **7.5.2 Technical Authority**

The Technical Authority for the Contract is: **"TO BE PROVIDED AT CONTRACT AWARD"**

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

### **7.5.3 Contractor's Representative:**

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cellular Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## **7.6 PAYMENT**

### **7.6.1 Basis of Payment**

**The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section I Financial Bid - Basis of Pricing of this solicitation.**

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor shall be paid firm prices in twelve (12) monthly payments, in accordance with General

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Conditions 2035 16 (2012-07-16) 'Payment Period' and the following table. Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate.

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

#### **7.6.2 SACC Manual Clauses**

H1008C (2008-05-12) Monthly payment

#### **7.7 Invoicing Instructions - Maintenance Services**

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 has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

#### **7.8 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 entire contract period. 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.

#### **7.9 Applicable Laws**

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the British Columbia.

#### **7.10 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 (2012-07-16);
- (c) Annex A, Statement of Work
- (d) Annex B, Security Requirements Check List;
- (e) the Contractor's proposal dated \_\_\_\_\_

#### **7.11 Foreign Nationals (Canadian Contractor)**

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

#### **7.12 Insurance Requirements**

##### **7.12.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the following **article 7.12.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

### **7.12.2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout

the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

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

- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

**7.13 Cellular Phones and/or Pagers**

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

**7.14 Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

**7.15 Operating Procedures**

The Contractor shall:

1. prevent the spread of dust and dirt beyond the work area;
2. protect workmen and other users of the work area and premises from all hazards that may arise from the Contractor's operations;
3. keep the work area clean and safe at all times and remove from the premises, from time to time and as directed by the Site Authority, all building rubbish or debris resulting from the work;
4. execute the work with the least possible interference or disturbance to the normal use of the premises, and obtain the approval of the Site Authority for work methods and schedules;
5. maintain existing services to the premises and provide for personnel and vehicle access if necessary;
6. the Contractor will not erect or permit the erection of any sign or advertising at the site of the work;
7. attend any meeting at site when notified by the Site Authority;
8. if building security is affected by the work, provide temporary means to maintain such security to the satisfaction of the Site Authority;
9. existing elevators and other conveying installations may be used for conveying the Contractor's materials and equipment at the discretion of the Site Authority. Conveying installations must be protected from damage prior to use to the satisfaction of the Site Authority, and must not be overloaded or used in an unsafe manner.

Solicitation No. - N° de l'invitation

**EZ899-130253/A**

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35073

Buyer ID - Id de l'acheteur

**pw020**

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX A**

### **STATEMENT OF WORK**

**EZ899-130253/A**



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## **ANNEX B**

### **SECURITY REQUIREMENT CHECK LIST**

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## **ANNEX C**

### **COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

#### ***NOTE TO BIDDERS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**ANNEX D**  
**SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC**  
**229)**



Public Works and Government  
Services  
Canada

Travaux publics et Services  
gouvernementaux  
Canada

Protected (when completed and received by government)  
Protégé (lorsque rempli et reçu par le gouvernement)

If completed manually, please print.  
Si rempli manuellement, veuillez écrire en lettres imprimées

FOR GOVERNMENT USE ONLY POUR USAGE DU GOUVERNEMENT SEULEMENT	
Special Investigations Directorate File No. N° de dossier de la Direction des enquêtes spéciales	Date Received (Y-A M D-J) Date de réception

### CONSENT TO A CRIMINAL RECORD VERIFICATION CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.  
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

#### A. PRIVACY ACT STATEMENT ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

The personal information requested on this form is collected under the authority of subsection 750(3) of the Criminal Code, paragraph 42(1(c)) of the Financial Administration Act, and sections 7 and 21 of the Department of Public Works and Government Services Act. This information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du Code criminel, du paragraphe 42(1(c)) de la Loi sur la gestion des finances publiques et des articles 7 et 21 de la Loi sur le ministère des Travaux publics et des Services gouvernementaux. Ces renseignements seront utilisés pour valider les attestations de condamnation-criminal nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPI 164 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the Privacy Act.

Les renseignements personnels sont décrits dans les fichiers de renseignements personnels n° TIEGC PPI 164 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la Loi sur la protection des renseignements personnels.

B. BIOGRAPHICAL INFORMATION - Must be completed by the individual RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu		
Family Name (Last Name) - Nom (de famille)		Family Name at Birth - Nom de famille à la naissance
Full Given Names (No initials) - Prénoms au complet (aucune initiale)		
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tous autres noms utilisés, tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, surnoms, etc.		
Gender - Sexe <input type="checkbox"/> Male Masculin <input type="checkbox"/> Female Féminin		Date of Birth - Date de naissance (Y-A M D-J)
Current Residential Information Information résidentielle actuelle		
Apartment No. - N° d'appartement	Street No. - N° de rue	Street Name - Nom de la rue
City - Ville	Province	Postal Code - Code postal

<b>C</b>	<b>CONSENT - Must be signed by the individual</b> <b>CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above Privacy Act statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'énoncé ci-dessus et la loi sur la protection des renseignements personnels et consens à la collecte et à l'utilisation des renseignements personnels décrits aux présentes.

Signature	
Print Name - Nom en lettres imprimées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only</b> <b>RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>
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Requesting Branch/Service/Department/Division - Direction générale/Secteur/Direction/Division requérante

Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
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Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource
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**NOTE TO TENDERERS:** Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 1210 - 800 Burrard Street**  
**Vancouver, B.C. V6Z 2V8**

**Requisition No.:** EZ899-130253/A

**Tender Closing Date & Time:** September 24, 2012 @ 1400 P.D.T.

**Project Description:** Window Cleaning, Huntingdon Border Crossing, Huntingdon, B.C. and Pacific Border Crossing, Surrey, B.C.

**RL**