



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des sousmissions  
Royal Canadian Mounted Police (RCMP)  
Procurement & Contracting Services  
14535 – 118 Avenue  
Edmonton, AB T5L 2M7

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender to:**

**Royal Canadian Mounted Police**

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: Gendarmerie royale du Canada**

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

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

|  |   |  |
|--|---|--|
| <b>Title – Sujet</b> Janitorial Services –<br>RCMP Kamsack Detachment  |   | <b>Date</b><br>January 27, 2014                                  |
| <b>Solicitation No. – N° de l'invitation</b> M5000-14-3990/A   |   |  |
| <b>Client Reference No. - No. De Référence du Client</b> N/A   |   |  |
| <b>GETS Reference No. - No. De Référence du SEAG</b> PW-14-00611951  |   |  |
| <b>Solicitation Closes – L'invitation prend fin</b>  |   |  |
| <b>At / à :</b>  | <b>2:00 PM</b>                            | MDT (Mountain Daylight Time)<br>HAR (heure avancée de Rocheuses) |
| <b>On / le :</b>   | <b>March 11, 2014</b>                     |  |
| <b>Destination of Goods and Services – Destinations des biens et services</b><br>Royal Canadian Mounted Police<br>Kamsack Detachment<br>305 Queen Elizabeth Blvd, Box 369<br>Kamsack, SK S0A 1S0 |   |  |
| <b>Instructions</b><br>See herein — Voir aux présentes   |   |  |
| <b>Address Inquiries to – Adresser toute demande de renseignements à</b><br>Chris, Procurement Officer   |   |  |
| <b>Telephone No. – No. de téléphone</b><br>780-341-3039  | <b>Facsimile No. – No. de télécopieur</b> |  |

|   |   |
|---|---|
| <b>COMPLETE BELOW IN FULL - REMPLISSEZ CI-DESSOUS EN ENTIER</b>   |   |
| <b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>   |   |
| <b>GST or Business # - GST ou de nombre D'affaires nombre :</b><br>_____  |   |
| <b>If not applicable - Si non applicable</b><br><b>Provide SIN # - Fournir le numéro d'assurance sociale (NAS) :</b><br>_____   |   |
| <b>Telephone No. – No. de téléphone</b>   | <b>Facsimile No. – No. de télécopieur</b> |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |   |
| <b>Signature</b>  | <b>Date</b>                               |



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings
4. Procurement Ombudsman

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Optional Site Visit

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award
3. Insurance Requirements

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

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Procurement Ombudsman
12. SACC Manual Clauses

#### **List of Annexes:**

- |              |  |
|--------------|--|
| Annex A      | Statement of Work                          |
| Appendix A-1 | Standard Operating Procedure               |
| Annex B      | Insurance Requirements                     |
| Annex C      | Certifications Precedent to Contract Award |
| Annex D      | Basis of Payment                           |
| Annex E      | Bidder's Information                       |



## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **3. Debriefings**

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

### **4. Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)



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

Revision to Departmental Name: As this solicitation is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

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

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

### 2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**Please note that Canada Post Priority & Express Courier is not considered a Courier for the purpose of tendering bids with the RCMP due to the fact that Canada Post does not deliver to this Bid Receiving Unit Address.**

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

**The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids or amendments directed to any other location.**



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

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

### **5. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on Wednesday, February 19, 2014, at 10:00 a.m.. Bidders are requested to communicate with the Contracting Authority five (5) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

Section I: Financial Bid (one hard copy, Annex D)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section II: Certifications (one hard copy, Annex C)

Bidders must submit the certifications required under Part 5.

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

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

#### 1. Evaluation Procedures

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

##### 1.1. Financial Evaluation

The total evaluated price will be calculated in the following method using information provided by bidder - Annex D, the Basis of Payment:

Table 1

|      |                     | A              | B             | C                     | D       | E       | F           |
|------|---------------------|----------------|---------------|-----------------------|---------|---------|-------------|
| Item | Janitorial Services | Rate           | Term          | Extended Price        | %       | %       | Total Price |
| 1    | 24 month term       | \$_XXXX_/month | X 24 months = | \$__XXXX__            | X .90 = |         | \$__XXXX__  |
| 2    | 24 month term       | \$_XXXX_/hour  | X 24 months = | \$__XXXX__ X 10 hrs = |         | X .10 = | \$__XXXX__  |



**Table 2**

|      |  | <b>A</b>       | <b>B</b>      | <b>C</b>              | <b>D</b> | <b>E</b> | <b>F</b>    |
|------|--|----------------|---------------|-----------------------|----------|----------|-------------|
| Item | Janitorial Services                      | Rate           | Term          | Extended Price        | %        | %        | Total Price |
| 1    | 1 <sup>st</sup> twelve (12) month option | \$_XXXX_/month | X 12 months = | \$__XXXX__            | X.90 =   |          | \$__XXXX__  |
| 2    | 1 <sup>st</sup> twelve (12) month option | \$_XXXX_/hour  | X 12 months = | \$__XXXX__ X 10 hrs = |          | X .10 =  | \$__XXXX__  |

**Table 3**

|   |  | <b>A</b>       | <b>B</b>      | <b>C</b>              | <b>D</b> | <b>E</b> | <b>F</b>          |
|---|--|----------------|---------------|-----------------------|----------|----------|-------------------|
| Item  | Janitorial Services                      | Rate           | Term          | Extended Price        | %        | %        | Total Price       |
| 1   | 2 <sup>nd</sup> twelve (12) month option | \$_XXXX_/month | X 12 months = | \$__XXXX__            | X.90 =   |          | \$__XXXX__        |
| 2   | 2 <sup>nd</sup> twelve (12) month option | \$_XXXX_/hour  | X 12 months = | \$__XXXX__ X 10 hrs = |          | X .10 =  | \$__XXXX__        |
| <b>G Total Evaluation Price (Sum of Total Price - Table 1, 2 and 3)</b> |  |                |               |                       |          |          | <b>\$__XXXX__</b> |

- 1) The firm Rate **(A)** provided by the bidder will be multiplied by the Term **(B)** to achieve an Extended Price **(C)**. The firm all inclusive rate per hour will be based on an Estimated Usage of 10 hours/month.
- 2) The Extended Price **(C)** for each Monthly Rate will be multiplied by 90% (0.90) **(D)** to equal the Total Price **(F)**.
- 3) The Extended Price **(C)** for each Hourly rate will be multiplied by 10% (0.10) **(E)** to equal the Total Price **(F)**.
- 4) The sum of each item's Total Price **(F)** will be added to equal the Total Evaluated Price **(G)**.

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

## 2. Basis of Selection

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



### 3. Security Requirement

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

- (a) the Bidder must hold a “Reliability Status Security Clearance”, as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites. Fingerprinting may be required. This information must be provided within three business days of request.





## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed in Annex "C" 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.



### **3. Insurance Requirements**

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

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



## PART 6 - RESULTING CONTRACT CLAUSES

### 1 Security Requirement

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

All persons working on site must hold a valid “**Reliability Status Security Clearance**” issued by RCMP Departmental Security.

Only those employees whose names appear on the Contractor’s payroll and have met the security clearance requirements will be allowed access to the site of the work.

### 2. Statement of Work

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

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

Revision to Departmental Name: As this contract is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 3.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is amended as follows:

Delete subsection 27.4 in its entirety.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of award for a **twenty-four (24) month period**.



## 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional twelve (12) month periods** under the same terms and 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 Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 4.3 Termination on Thirty Days Notice

- 1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chris Moschansky – Procurement & Contracting Officer  
Royal Canadian Mounted Police - Procurement & Contracting Services Unit  
Telephone: 780-341-3039  
Facsimile: 780-454-4523  
E-mail address: [chris.moschansky@rcmp-grc.gc.ca](mailto:chris.moschansky@rcmp-grc.gc.ca)

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



**5.2 Site Authority**

The Site Authority for the Contract is:  
(The Site Authority will be indicated at Contract Award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Site 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 Site Authority, however the Site Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

The Contractor's Representative responsible for general enquiries and delivery follow-up is: (The Contractor's Representative will be identified at Contract Award)

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in "Annex "D" for a cost of \$\_\_\_\_\_. Customs duties are "included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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



## 6.2 Monthly Payment

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

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

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

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010C (2013-06-27), General Conditions - Services (Medium Complexity).

An invoice must be submitted to Detachment Commander on the first working day of the following month. Payment for services rendered will be made within 30 days from receipt of a properly completed invoice.

The address where the invoices are to be sent to, will be indicated at Contract Award.

## 8. Certifications

### 8.1 Compliance

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

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of \_\_\_\_\_. (*Insert the name of the province*)



## 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) 2010C (2013-06-27) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex D, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_

## 11. Procurement Ombudsman

### 11.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### 11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 12. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

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



---

**ANNEX "A"**  
**JANITORIAL SERVICES**  
**GENERAL REQUIREMENT**

**Part 1 – Standard Practices and Frequency**

This is a contract for the performance of janitorial services and the contractor is engaged under the contract as an independent contractor for the sole purpose of providing janitorial services. Neither the contractor nor any of the contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada Pension Plan, Employment Insurance, Worker's Compensation or Income Tax.

**Hours of Work**

Cleaning will be required 5 days a week. Hours to work of the cleaning staff depend upon the normal occupancy hours of the building, and are to be determined by the proposed janitorial contractor and the Royal Canadian Mounted Police (RCMP) Detachment Commander prior to contract award. It excludes married and single living quarters.

**Weather**

Inclement weather conditions and other circumstances will at times necessitate additional cleaning of entry ways and high traffic areas inside and/or outside the building as per Annex A. The Contractor must comply without additional cost, when performance is required during normal working hours.

**Floor Coverings**

There will be no adjustment to the contract amount where the existing floor covering is converted to another type during the term of the Contract.

**Performance**

All cleaning shall be performed to the satisfaction of the RCMP Site Authority or their designated representative and will be inspected from time to time during this contract.

**Log**

A log will be maintained in the building by the contractor in which the contractor shall record and date all the completed scheduled/periodic work performed. The log shall be made available for inspection by the RCMP representative as required.





## Materials and Equipment

The **Contractor** is responsible to provide all cleaning products and disinfectants, all tools and equipment including mops, pails and vacuum cleaners unless otherwise stipulated.

Materials to be supplied by the RCMP will include:

- Toilet tissue
- Paper towels
- Hand Soap
- Garbage bags
- Sani-bags
- Light bulbs
- Rubber matting
- Sand/ice melt

All waxes and cleaners are to be free of ammonia, and Environmentally Friendly.

## General

The contractor shall promptly report to the RCMP:

- a) every instance involving hazardous materials, situations or occurrences;
- b) water and/or fire related instances, including those of a minor nature;
- c) any and all damage or injury to property and/or people;
- d) repairs and maintenance related to life and safety systems, other than regular cyclical repairs and maintenance; and
- e) any other instances that are or could potentially become a liability to the RCMP or which may require follow up and/or action by the RCMP.

## Contractor's Space, Utility Room (Janitorial Closets)

To be kept clean at all times and serviced as per corresponding area in the building. To be kept free of debris. All equipment and materials are to be stored neatly.

**Note:** Fire prevention practices are to be strictly adhered to.

## Safety

All safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction, shall be observed at all times.



## GENERAL REQUIREMENT

### Part Two – Standard Practices and Frequency

|                                   |     |
|-----------------------------------|-----|
| Daily (5 days per week) .....     | D   |
| Weekly.....                       | W   |
| Twice Weekly .....                | TW  |
| Three Times/Week .....            | 3TW |
| Monthly.....                      | M   |
| Every 3 <sup>rd</sup> Month ..... | E3M |
| Every 6 <sup>th</sup> Month.....  | E6M |
| Yearly .....                      | Y   |
| As required .....                 | AR  |

- |   |    |
|---|----|
| 1. Vacuum/clean entire floor area and stairways.  | D  |
| 2. Dust all horizontal surfaces, furniture, picture frames, cabinets, fixtures, window sills, ledges, etc.  | TW |
| 3. Dust all counter tops.   | D  |
| 4. Clean both sides of entrance door glass and side lights.   | D  |
| 5. Empty all waste baskets and place waste in containers ready for burning or disposal. Dispose of garbage as per the NCO directions.   | D  |
| 6. Wash and disinfect washrooms to ensure sanitary conditions. Including toilet seats (both sides), bowls, urinals, wash basins, all flush tanks, dispensers, mirrors, shelves, high ledges and all exposed piping and plumbing fixtures, floors etc. | D  |
| 7. Remove waste paper from washrooms. Empty, wash and disinfect sanicans in washrooms. Replace sani-bags.   | D  |
| 8. Ensure adequate supplies exist in washrooms. Replenish paper towels, toilet tissue and soap.   | D  |
| 9. Sweep and damp mop all vinyl flooring.   | D  |
| 10. Vacuum all carpet, spot clean as necessary, remove salt stains from all walkway mats.   | D  |
| 11. Keep mirrors throughout the building clean and polished.  | D  |



- 
- |   |     |
|---|-----|
| 12. Wash, wax and polish public lobbies and entrance hallways and heavy traffic areas.  | D   |
| 13. Wash and disinfect refuse receptacles in washrooms.   | W   |
| 14. Vacuum upholstered furniture and freestanding screens, clean/polish all leather, vinyl and leatherette upholstered furniture.   | W   |
| 15. Dust Venetian blinds.   | M   |
| 16. Hose down garage and secure bay floors and other concrete floors.   | M   |
| 17. Wash all finger marks and smudges from walls, doors, partitions, ledges and framework.  | D   |
| 18. Wash all glass partitions, draft deflectors and cabinet glass.  | D   |
| 19. Wash door grilles, air intake grilles, air diffusers and metal work.  | AR  |
| 20. Wash, wax, and polish all vinyl floors, remove gum and other foreign residue.   | AR  |
| 21. Wash washroom walls.  | AR  |
| 22. Dust and polish all wood paneling, walls and partitions.  | E6M |
| 23. Wash both sides of all exterior windows, including draft deflectors, skylights and ceiling lights under them, sash window framing, storm sash and screens, leaving all surfaces dry and free of streak marks. | AR  |
| 24. Clean, wash, etc., window coverings, i.e. venetian blinds or draperies.   | E6M |
| 25. Clean all exterior light fixtures as required (minimum twice per year).   | E6M |
| 26. Wash all walls, ceilings, partitions and woodwork.  | Y   |
| 27. Clean plugged toilets and drains immediately, providing no plumbing work is required. Notify the RCMP if plumbing work is necessary.  | AR  |
| 28. Replace burnt out light bulbs, fluorescent tubes and starters. Dry wipe tubes, bulbs and shielding when making replacements.  | AR  |
| 29. Remove humidifier plates, drum type and other humidifier evaporator material, and associated parts, clean and replace all material.   | AR  |



- 30. Remove and clean mats. AR
- 31. Ensure that steps, entrances and sidewalks to the building are clear of snow and ice, and apply sand/ice melt as required (in a 5 ft radius from entrance ways.) AR
- 32. Keep the main and service entrances clear of debris, i.e. paper, carton, refuse cans, slush, sand etc. in order to maintain a clean and tidy appearance at all times. AR
- 33. Supervised areas such as the exhibit rooms and file storage areas are included in this contract, but are to be cleaned only as required basis, and only under the supervision of the RCMP. AR
- 34. Cell area is to be cleaned and disinfected – as instructed by the Detachment NCO. See attached Appendix A-1 Standard Operating Procedure (SOP) – Cleaning of RCMP Cellblocks and Detention Areas. AR



## APPENDIX A-1 Standard Operating Procedure (SOP)

**Title:** Cleaning of RCMP Cellblocks and Detention Areas

**Scope:** This SOP covers the procedures for cleaning and sanitation to ensure a safe environment for all staff and inmates.

**Note:** Individuals engaged in cleaning of cellblocks and detention areas should be aware of the potential for contact with infectious diseases and follow safe cleaning procedures as required.

**Note:** This SOP is intended to provide general guidelines for cleaning. The Unit Commander may be required to modify procedures to meet the level of cleaning services deemed necessary for their unit.

### Procedure:

#### 1. Awareness:

Persons working in detention areas should be aware that appropriate immunization for vaccine-preventable disease to reduce the risk of exposure to communicable diseases is available and should be obtained. For more information on immunization, consult the 'Canadian Immunization Guide'.

#### 2. General safeguards for cleaning cellblocks and detention areas:

- a) Wear personal protective equipment and clothing as directed by your employer.
- b) Know the potential hazards and safe handling practices for all cleaning and disinfecting products and equipment you use.
- c) Follow procedures and safe work practices as directed by your employer.
- d) Use cleaning products according to the supplier's recommendation to ensure proper and safe application.
- e) Consider all biological waste as infectious.

#### 3. Routine Cleaning:

**Note:**

The Unit Commander will determine the frequency and methods of cleaning and disinfecting according to: type of surfaces or areas to be cleaned; amount of soiling; number of people and degree of activity in the area; and risk to employees, visitors, custodial staff and persons in custody.



- a) Keep all cells, secure interview rooms, prisoner/visitor rooms, patrol corridor, breath test analysis and telephone access rooms, washrooms and other holding areas and guardroom counter free of garbage and debris.
- b) Check and dispose of feminine napkins in biohazard containers mounted in the cellblock daily or as necessary.
- c) Remove, as per schedule, visible dust and dirt from cells, secure interview rooms, prisoner/visitor rooms, breath test analysis and telephone access rooms, washrooms, patrol corridor, other holding areas and guardroom counter using appropriate equipment and detergent and use a brush, sponge or mop to remove stains. Routinely sanitize all areas using appropriate disinfectant and dedicated cleaning equipment.
- d) Clean and sanitize bunks and mattresses as required (and after each use when practicable) with appropriate products and recommended procedures.
- e) Clean floor drain grills and vent grills to keep them clear.
- f) Clean/wipe all camera covers (plexiglass), where they exist.
- g) Report all spills, accidents, incidents, etc. to your on site supervisor or the Unit Commander, as applicable.

#### 4. Cleaning of Feces and Bodily Fluids

**Note:**

All individuals who may come in contact with feces and bodily fluids must be properly trained to ensure they understand potential hazards, take necessary precautions, and use proper chemicals for clean-up.

- a) Restrict access to area.
- b) Wear appropriate personal protective equipment for the situation, such as gloves, face shield, safety boots or protective shoe covers, and gown or apron.
- c) Collect clothes, linen and material soiled with feces and bodily fluids with minimum agitation and put in appropriate sealed, labeled bio-hazard, leak proof container.
- d) Remove feces and bodily fluids with disposable towels before disinfecting.
- e) Wash thoroughly and then sanitize area, including bunks and mattresses with appropriate equipment and solution and allow to dry.
- f) Dispose of all contaminated articles as per municipal or provincial disposal regulation/protocols and use disposal equipment or if reusable, decontaminate equipment used for clean-up, such as buckets and mops.
- g) Remove protective equipment before leaving the location of the spill and wash hands thoroughly with warm water and soap, after removing gloves.
- h) Shower and change as soon as possible if clothing was contaminated and dispose of clothes accordingly.



## References:

Janitorial Contract (SERVICE CONTRACT/SPECIFICATION - CUSTODIAL MAINTENANCE)

Treasury Board of Canada Secretariat

Procedures for Liaison with Private Contractors - Jurisdiction

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12563&section=text>

Saskatchewan Occupational Health and Safety Act

Part II (6) General Duties of Contractors

<http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/O1-1.pdf>

Canadian Centre for Occupational Health and Safety (CCOHS)

Canada's National Occupational Health & Safety Resource -Sanitation and Infection Control for Cleaning staff [http://www.ccohs.ca/oshanswers/hsprograms/cleaning\\_staff.html](http://www.ccohs.ca/oshanswers/hsprograms/cleaning_staff.html)

Public Health Agency of Canada

Infection Control Guidelines - Hand Washing, Cleaning, Disinfection and Sterilization in Health Care

<http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/98pdf/cdr24s8e.pdf>



## **ANNEX "B" INSURANCE REQUIREMENTS**

*All references to the Certificate of Insurance (form PWGSC-TPSGC 357) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf> in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, and set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) are to be replaced with the "RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE - GRC" attached in Appendix 2 .*

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must





apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Send to:

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

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



## ANNEX "C" 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.

### C.1 Former Public Servant Certification

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.

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

### 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.



## 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 to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



**ANNEX “D”  
BASIS OF PAYMENT**

**Please Note:**

**Annex “D” must be completed in its entirety, including the option years and rate per hour pricing, or the tender/bid will be considered non-responsive and will not be evaluated.**

- Prices are firm.
- Firm Prices are in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

**(Evaluation of Price is defined in Part 4, Section 1.1, Financial Evaluation)**

**Bidder’s Pricing**

**Table 1**

| Item | Janitorial Services – Initial 24 month term   | Rate           |
|------|---|----------------|
| 1    | Inclusive rate per month for twenty-four (24) month period, excluding GST   | \$ _____/month |
| 2    | Inclusive rate per hour for twenty-four (24) month period, excluding GST (on an as required basis, outside of the agreed upon contracted schedule.) | \$ _____/hour  |

**Table 2**

| Item | Janitorial Services – 1 <sup>st</sup> twelve (12) month option period   | Rate           |
|------|---|----------------|
| 1    | Inclusive rate per month for 1 <sup>st</sup> twelve (12) month option period, excluding GST   | \$ _____/month |
| 2    | Inclusive rate per hour for 1 <sup>st</sup> twelve (12) month option period, excluding GST (on an as required basis, outside of the agreed upon contracted schedule.) | \$ _____/hour  |

**Table 3**

| Item | Janitorial Services – 2 <sup>nd</sup> twelve (12) month option period   | Rate           |
|------|---|----------------|
| 1    | Inclusive rate per month for 2 <sup>nd</sup> twelve (12) month option period, excluding GST   | \$ _____/month |
| 2    | Inclusive rate per hour for 2 <sup>nd</sup> twelve (12) month option period, excluding GST (on an as required basis, outside of the agreed upon contracted schedule.) | \$ _____/hour  |



---

**ANNEX "E"**  
**BIDDER'S INFORMATION**

**General Enquiries / Delivery Follow-up**

Please enter name and telephone number of the person responsible for general enquiries and delivery follow-up:

Legal Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City/Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

GST# \_\_\_\_\_

or

Business# \_\_\_\_\_

**Please note:**

**If you do not have a GST# or Business# your SIN # is required below.**

SIN# \_\_\_\_\_