

**IRETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:
Bid Receiving/Réception des
sousmissions**

Royal Canadian Mounted Police
Procurement & Contracting Atlantic Region
80 Garland Avenue, Mail Stop H-066
Dartmouth, Nova Scotia B3B 0J8

**Facsimile Number for Amendments:
(902) 426-7136**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**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 has a security
requirement.**

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Telephone No. - no de téléphone:

Facsimile No. - No de télécopieur:

Issuing Office - Bureau de distribution

Royal Canadian Mounted Police
Procurement & Contracting Atlantic Region
80 Garland Avenue, Mail Stop H-066
Dartmouth, Nova Scotia B3B 0J8

Title-Sujet "J" Division, New Brunswick – Require services for Snow Removal/Ice Control, Landscaping/Ground Maintenance, Waste Removal and Janitorial Services	
Solicitation No. - No. de l'invitation M4500-5-3394	Date December 01, 2014
Client Reference No. - No. De Référence du Client N/A	
GETS Reference No. - No. de Référence de SEAG N/A	
Solicitation Closes -L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADST on - le January 12, 2015	
F.O.B. - F.A.B. Destination	
Address Enquiries to: - Adresser toutes questions à: Debbie Bungay	
Telephone No. - No de téléphone (902) 720-5110	Fax No. - N° de FAX: (902) 426-7136
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: Royal Canadian Mounted Police Various Locations, J Division, New Brunswick	
This document contains a PERSONNEL SECURITY Clearance requirement.	
Delivery Required - Livraison exigée: See Herein	Delivery Offered - Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(Sign and return this cover page with Tender	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 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 requirements 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;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2 Statement of Work

Royal Canadian Mounted Police have a requirement for various locations within New Brunswick for the following work:

1. Snow Removal and Ice Control
2. Landscaping and Ground Maintenance
3. Waste Removal
4. Janitorial Services

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

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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 (2014-09-25) 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: 60 days

Insert: 90 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

[Proactive Disclosure of Contracts with Former Public Servants \(2013-03-21\) A3025C](#)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Section I: Financial Bid

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

The responsive offer with the lowest evaluated price will be recommended for issuance of a contract.

4.2 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.

OPTION PERIOD

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional, one (1) month 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

PART 5 - CERTIFICATIONS

5.1 Certifications

Bidders must provide the required certifications and associated information prior to award of contract.

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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) available from [Employment and Social Development Canada \(ESDC\) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 WORKERS COMPENSATION – Letter of Good Standing (2012-07-16) - A0285T

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

The Bidder must provide, within 14 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.3 OCCUPATIONAL HEALTH AND SAFETY PLAN

Contractor to provide Occupational Health & Safety Policy & Program – Site Safety Plan – As per Annex "A" Statement of Work.

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 At the date of bid closing, the following conditions must be met:

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

6.2 Contract Financial Security

1. The Contractor must provide one of the following contract financial securities within 30 calendar days after the date of contract award:
 - a. a performance bond form [PWGSC-TPSGC 505](#) in the amount of 10% percent of the Contract Price;
 - b. a security deposit as defined in clause [E0008C](#) in the amount of 10 percent of the Contract Price.
 - c. an irrevocable standby letter of credit as defined in clause E0008C in the amount of 10 percent of the contract price.

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

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

4. **SACC Manual Clauses**

SACC Manual clause E0008T (2014-09-25) Security Deposit Definition – Bid

6.3 **Insurance Requirements**

6.3.1 **Insurance**

The Contractor must comply with the insurance requirements specified in Annex E . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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 **Security Requirements**

The following security requirements (SRCL and related clauses provided by RCMP apply and form part of the contract.

7.2 **Statement of Work**

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

7.3 **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 Manual](#)

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

7.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.4 Term of Contract

7.4.1 The period of the Contract is from date of Contract to March 31, 2016 inclusive

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Debbie Bungay
Title: A/Senior Contract Manager
Royal Canadian Mounted Police
Address: 80 Garland Avenue, Mail Stop H-066
Dartmouth, Nova Scotia B3B 0J8

Telephone: 902 720-5110
Facsimile: 902 426-7136
E-mail address: debbie.bungay@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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: Peter Heelis
Title: Senior Property Manager
Organization: Royal Canadian Mounted Police
Telephone: 506 452-451-2573

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

7.5.3 Contractor's Representative

Name:
Title:
Telephone:

Facsimile:

E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in **Annex "B"**, for a cost of \$_____ (to be inserted at award). Customs duties are not applicable and Applicable Taxes are extra.

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

7.7.2 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

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Statement of Work of the Contract.
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.

2. The Contractor must distribute the invoices and reports as follows:

The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 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 - [2010C](#) (2014-09-25), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List ;
- (e) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex D, Unit Price Table
- (g) Annex E, Commercial General Liability Insurance
- (h) the Contractor's bid dated _____

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier
M4500-5-3394

H-24

CCC No./N° CCC - FMS No./N° VME

.ANNEX "A" STATEMENT OF WORK - Attached

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier
M4500-5-3394

H-24

CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST - Attached

ANNEX “C” to PART 5 - BID SOLICITATION**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "D" – UNIT PRICE TABLE**BASIS OF PAYMENT/PRICING:**

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work – Annex A.

Pricing will be billed per month. Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

PERIOD: 01 April 2015 TO 31 March 2016

ITEM	BUILDING NAME	Month	Monthly Price	Extended Price
1	Snow removal and Ice control (37 facilities) Annex A, pages 23-29	12	\$ _____	\$ _____
2	Landscaping and grounds maintenance (37 facilities) Annex B, pages 30-36	12	\$ _____	\$ _____
3	Waste Removal (29 facilities) Annex C, pages 37-39	12	\$ _____	\$ _____
4	Pest Control	12	\$ _____	\$ _____
5	Janitorial Services (29 facilities) Annex D, pages 40-50	12	\$ _____	\$ _____
6	Additional Cleaning Page 44, Paragraph 7.2 additional cleaning includes project cleaning, as and when required, and emergency cleaning.	1	\$ _____/hour	
	TOTAL			\$ _____

NOTE:

- Additional Management and Administration fees should be including in the bid price
- Additional Cleaning shall be used as an when required
- Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award.

BASIS OF PAYMENT/PRICING:

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work – Annex A.

Pricing will be billed per month. Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

OPTION PERIOD: 01 April 2016 to 30 April 2016

ITEM	BUILDING NAME	Month	Monthly Price	Extended Price
1	Snow removal and Ice control (37 facilities) Annex A, pages 23-29	1	\$ _____	\$ _____
2	Landscaping and grounds maintenance (37 facilities) Annex B, pages 30-36	1	\$ _____	\$ _____
3	Waste Removal (29 facilities) Annex C, pages 37-39	1	\$ _____	\$ _____
4	Pest Control	1	\$ _____	\$ _____
5	Janitorial Services (29 facilities) Annex D, pages 40-50	1	\$ _____	\$ _____
6	Additional Cleaning Page 44, Paragraph 7.2 additional cleaning includes project cleaning, as and when required, and emergency cleaning.	1	\$ _____/hour	
	TOTAL			\$ _____

NOTE:

- Additional Management and Administration fees should be including in the bid price
- Additional Cleaning shall be used as an when required
- Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award.

BASIS OF PAYMENT/PRICING:

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work – Annex A.

Pricing will be billed per month. Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

OPTION PERIOD: 01 May 2016 to 31 May 2016

ITEM	BUILDING NAME	Month	Monthly Price	Extended Price
1	Snow removal and Ice control (37 facilities) Annex A, pages 23-29	1	\$ _____	\$ _____
2	Landscaping and grounds maintenance (37 facilities) Annex B, pages 30-36	1	\$ _____	\$ _____
3	Waste Removal (29 facilities) Annex C, pages 37-39	1	\$ _____	\$ _____
4	Pest Control	1	\$ _____	\$ _____
5	Janitorial Services (29 facilities) Annex D, pages 40-50	1	\$ _____	\$ _____
6	Additional Cleaning Page 44, Paragraph 7.2 additional cleaning includes project cleaning, as and when required, and emergency cleaning.	1	\$ _____/hour	
	TOTAL			\$ _____

NOTE:

- Additional Management and Administration fees should be including in the bid price
- Additional Cleaning shall be used as an when required
- Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award.

BASIS OF PAYMENT/PRICING:

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work – Annex A.

Pricing will be billed per month. Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

OPTION PERIOD: 01 June 2016 to 30 June 2016

ITEM	BUILDING NAME	Month	Monthly Price	Extended Price
1	Snow removal and Ice control (37 facilities) Annex A, pages 23-29	1	\$ _____	\$ _____
2	Landscaping and grounds maintenance (37 facilities) Annex B, pages 30-36	1	\$ _____	\$ _____
3	Waste Removal (29 facilities) Annex C, pages 37-39	1	\$ _____	\$ _____
4	Pest Control	1	\$ _____	\$ _____
5	Janitorial Services (29 facilities) Annex D, pages 40-50	1	\$ _____	\$ _____
6	Additional Cleaning Page 44, Paragraph 7.2 additional cleaning includes project cleaning, as and when required, and emergency cleaning.	1	\$ _____/hour	
	TOTAL			\$ _____

NOTE:

- Additional Management and Administration fees should be including in the bid price
- Additional Cleaning shall be used as an when required
- Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award.

BASIS OF PAYMENT/PRICING:

Firm all inclusive rates, including overhead, profit and all related costs for the services as described in the attached Statement of Work – Annex A.

Pricing will be billed per month. Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

OPTION PERIOD: 01 July 2016 to 31 July 2016

ITEM	BUILDING NAME	Month	Monthly Price	Extended Price
1	Snow removal and Ice control (37 facilities) Annex A, pages 23-29	1	\$ _____	\$ _____
2	Landscaping and grounds maintenance (37 facilities) Annex B, pages 30-36	1	\$ _____	\$ _____
3	Waste Removal (29 facilities) Annex C, pages 37-39	1	\$ _____	\$ _____
4	Pest Control	1	\$ _____	\$ _____
5	Janitorial Services (29 facilities) Annex D, pages 40-50	1	\$ _____	\$ _____
6	Additional Cleaning Page 44, Paragraph 7.2 additional cleaning includes project cleaning, as and when required, and emergency cleaning.	1	\$ _____/hour	
	TOTAL			\$ _____

NOTE:

- Additional Management and Administration fees should be including in the bid price
- Additional Cleaning shall be used as an when required
- Should the resulting contract have to be reduced due to a building no longer requiring maintenance services (either due to downsizing or demolition etc.), the contract would be reduced by the cost per month of that particular building to the end of the contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (please see mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award.

PERIOD: 01 April 2015 TO 31 March 2016	\$ _____
OPTION PERIOD: 01 April 2016 to 30 April 2016	\$ _____
OPTION PERIOD: 01 May 2016 to 31 May 2016	\$ _____
OPTION PERIOD: 01 June 2016 to 30 June 2016	\$ _____
OPTION PERIOD: 01 July 2016 to 31 July 2016	\$ _____
TOTAL Including option years HST/GST EXTRA	\$ _____

ANNEX E

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.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [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.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

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