

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Travaux publics et Services gouvernementaux  
Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**  
**FAX pour soumissions: (514) 496-3822**

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

**Tender To: Public Works and Government Services  
Canada**

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

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
**Travaux publics et Services gouvernementaux Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Entretien 1001 St-Laurent   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>EF944-160295/A  | <b>Date</b><br>2015-09-28                                       |
| <b>Client Reference No. - N° de référence du client</b><br>R.004236.001   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$MTC-475-13478 |
| <b>File No. - N° de dossier</b><br>MTC-5-38099 (475)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                          |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2015-11-09</b>  |   |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Heure Avancée de l'Est<br>HAE  |   |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Joseph, Marc   | <b>Buyer Id - Id de l'acheteur</b><br>mtc475                    |
| <b>Telephone No. - N° de téléphone</b><br>(514) 496-3666 ( )  | <b>FAX No. - N° de FAX</b><br>(514) 496-3822                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX<br>CANADA<br>PL.BONAVENTURE,PORTAIL S-E,BUR.7300<br>800 RUE DE LA GAUCHETIERE O.<br>MONTREAL<br>Québec<br>H5A1L6<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



| Item<br>Article | Description               | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination<br>Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---------------------------|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 1               | Entretien 1001 St-Laurent | EF944                  | EF944                 | 1          | LOT                  | \$XXXXXXXXXXXX  | .                               |                              |

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirements**

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 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;

2. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada website  
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

### **2. Requirement**

To provide Janitorial Services including all labour, material and equipment for Public Works and Government Services Canada (PWGSC), located at 1001 St-Laurent West, Longueuil, Quebec, Canada. The services must be provided in accordance with all sections and appendices included in the Specifications attached to this Request for Proposal. Total area for the janitorial services is 10,000 square meters.

### **3. Debriefings**

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

### **4. Trade Agreement**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), Canada-Chile FTA, Canada-Columbia FTA and Canada-Peru FTA.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003, (2015-07-03)** 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. Submission of Bids**

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

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

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **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 Quebec.

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. Mandatory Site Visit**

It is MANDATORY that the bidder or a representative visit the work site. Arrangements have been made for site visit to be held on **October 7th, 2015 at 10:00 am.**, at Health Canada Building, 1001 St-Laurent West, Longueuil, Quebec. Bidders should communicate with the Contracting Authority no later than two (2) days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. 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: Technical Bid;
- Section II: Financial Bid ; and
- Section III: Authority

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

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

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

The evidence provided by the bidder may be verified by Canada. Failure by the bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the bidder being disqualified and no further consideration will be given to the bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event where the information cannot be verified or the service found to be unsatisfactory shall result in the proposal being considered non-responsive and no further consideration will be given to the Bidder

#### **1.1 Mandatory Contractor's Experience and Past Performance**

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Supplier possesses **two (2) consecutive years** of janitorial services experience within the last 5 years on contracts of similar size and scope to the requirement identified in the solicitation. Similar in size and scope is defined as :

- A space that is a minimum of 5,000 square meters
- A space of similar use or type

| PROJECT/CONTRACT REFERENCE NO. 1   |  |
|--|--|
| Name of client organization or Company   | Name: _____  |
| Name and title of client contact   | Name: _____<br>Title: _____                                |
| Telephone and facsimile number of client contact                                   | Phone No.: _____<br>Fax No.: _____                         |
| Approximate size in square meters of the cleanable area of the project or contract | _____ square meters  |
| Location/site of the project or contract:  | _____  |
| Value of the project or contract   | \$ _____   |
| Performance period of the project or contract (indicate month and year)            | From: Month _____ Year _____<br>To: Month _____ Year _____ |
| Description of Project or Contract: _____<br>_____<br>_____<br>_____<br>_____      |  |

| PROJECT/CONTRACT REFERENCE NO. 2   |  |
|--|--|
| Name of client organization or Company   | Name: _____  |
| Name and title of client contact   | Name: _____<br>Title: _____                                |
| Telephone and facsimile number of client contact                                   | Phone No.: _____<br>Fax No.: _____                         |
| Approximate size in square meters of the cleanable area of the project or contract | _____ square meters  |
| Location/site of the project or contract:  | _____  |
| Value of the project or contract   | \$ _____   |
| Performance period of the project or contract (indicate month and year)            | From: Month _____ Year _____<br>To: Month _____ Year _____ |
| Description of Project or Contract: _____<br>_____<br>_____<br>_____<br>_____      |  |



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## 1.2 Mandatory Working On-site Supervisor(s) Expertise and Experience

a) A list of the Contractor's working On-site Supervisor(s) who will be assigned to this Contract. It is Mandatory that the working On-site Supervisor(s) have a minimum of (3) consecutive years experience in a supervisory role in the field of janitorial services

| Name of<br>Working On-site Supervisor(s) |
|--|
|  |

b) The bidder must provide evidence of its experience and satisfactory performance of the Working On-site Supervisor(s) by referencing one (1) project or contract for clients of a duration of a minimum of (3) consecutive years, within the past ten (10) years, in providing janitorial services in a range comparable in size, scope and complexity to those described in the Request for Proposal (RFP).

| REFERENCE NO. 1: Working On-site Supervisor  |  |
|--|--|
| Name of client organization or Company   | Name: _____  |
| Name and title of client contact   | Name: _____<br>Title: _____                                |
| Phone and facsimile number of client contact                                       | Phone No.: _____<br>Fax No.: _____                         |
| Approximate size in square meters of the cleanable area of the project or contract | _____ square meters  |
| Location/site of the project or contract:  | _____  |
| Value of the project or contract   | \$ _____   |
| Performance period of the project or contract. (indicate month and year)           | From: Month _____ Year _____<br>To: Month _____ Year _____ |
| Description of Project or contract: _____<br>_____<br>_____                        |  |
| Responsibilities of the individuals: _____<br>_____<br>_____<br>_____              |  |

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## SECTION II: FINANCIAL BID

### 1. Basis of Pricing

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

It is **MANDATORY** that the bidders submit firm prices/rates for the two (2) years and the three (3) optional years for all items listed hereafter Appendix "F", Price Table. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

## SECTION III: AUTHORITY

### 3.1 Contractor's Representative:

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

Name: \_\_\_\_\_

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

Cellular Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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

### 3.2 Specific Person - Supervisor

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract.

Supervisor Name: \_\_\_\_\_

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

Cellular Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation - mandatory requirements:**

- 1) Attendance at the mandatory site visit;
- 2) *Mandatory Security Clearance at bid closing, in accordance with Part 6, Security Requirements;*
- 3) Contractor's qualification in accordance with Part 3, Section 1: Technical Bid;
- 4) *Working On-Site Supervisor's qualification in accordance with Part 3, Section 1: Technical Bid;*
- 5) Submission of a Firm Price/Rate in Canadian funds for all the items listed in the RFP, Part 3, Section II, Financial Bid, Appendix F;

### **2. Basis of Selection**

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

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and additional information 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions - List of Names**

Pursuant to subsection List of Names of section 01 of the Standard Instructions, Bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the Bidder, or the name of the owner(s), as applicable. Bidders bidding as societies, firms or partnerships do not need to provide lists of names. Consult sections 4.21, 5.16 and 8.70.2 of the Supply Manual for additional information.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

Insert the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP: (consult Annex 5.1 of the Supply Manual). (See also Part 6 - Resulting Contract Clauses)

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 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.

Insert the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult Annex 5.1 of the Supply Manual). (See also Part 6 - Resulting Contract Clauses and the annex named the Federal Contractors Program for Employment Equity - Certification in the bid solicitation)

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.

### 5.2.3 Former Public servant Certification

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

#### Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### **Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

### **Certification**

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

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

### **1. Security Requirement**

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

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE EF944-120050**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix "SRCS";
  - (b) Industrial Security Manual (Latest Edition).

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

### **2. Requirement**

To provide Janitorial Services including all labour, material and equipment for Public Works and Government Services Canada (PWGSC), located at 1001 St-Laurent West, Longueuil, Quebec, Canada. The services must be provided in accordance with all sections and appendices included initially in the Specifications attached to the Request for Proposal. Total area for the janitorial services is 10,000 square meters.



**3.** 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.

### **3.1 General Conditions**

**2010C (2015-09-03)** General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

## **4. Term of Contract**

### **4.1 Period of Contract**

The period of the Contract will be for two (2) years from the contract issuance date.

### **4.2 Option to Extend Contract**

The Contractor hereby grants to Canada three (3) irrevocable options to extend the term of the Contract each for an **ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIOD**, 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) 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.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Marc Joseph  
Supply Agent  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: (514) 496-3863  
Facsimile: (514) 496-3822  
E-mail address: [marc.joseph@tpsgc-pwgsc.gc.ca](mailto:marc.joseph@tpsgc-pwgsc.gc.ca)

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

### **5.2 Technical Authority**

The Technical Authority for the Contract is : **WILL BE PROVIDED AT CONTRACT AWARD.**

\_\_\_\_\_ (name of departmental representative)  
\_\_\_\_\_ (title)  
\_\_\_\_\_ (organization name)  
\_\_\_\_\_ (address)  
Telephone: \_\_\_\_\_  
Facsimile : \_\_\_\_\_

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

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

### 5.3 Contractor's Representative

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

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Cellular: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### 5.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

*Working on-site Supervisor*

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

## 6. Payment

### 6.1 Basis of Pricing

The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section II Financial Bid - Appendix "F", Price table of this solicitation.

### 6.2 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid firm prices as identified below. Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

- a) Firm rates shall be paid in accordance with **the Appendix "F", Price Table** in twelve (12) payments at the end of each month.
- b) "As and When Requested" Work  
 Any costs incurred for **Extra Work** in accordance with **the Appendix "F", Price Table** shall be paid, on an "as and when requested" basis, in accordance with the Scope of Work, Annex A, after completion, inspection and acceptance of the work performed.

Canada's total liability under the "as and when requested" portion of the Contract shall not exceed **(to be determined)**. Goods and Services Tax or Harmonized Sales Tax extra, if applicable

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
- (b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority.

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

### 6.3 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure not exceeding \$ (to be determined) (**HST and GST excluded**) of which \$ (to be determined) (**HST and GST excluded**) is for goods and/or services enumerated or described in Appendix "F", part A, Price Table and \$ (to be determined) (**HST and GST excluded**) is for additional goods and/or services that may be requested from time to time at the prices and/or rates set out in Appendix "F", part B, Price Table.

### 6.4 Determination of Cost

The Crown may from time to time notify the contractor in writing of any changes to the amount of space to be cleaned, in the case of the addition or elimination of cleanable space, the change in the amount of the contract shall be calculated using the firm monthly rate per m<sup>2</sup> identified in Price Table, and in accordance with the following formula:

The firm monthly rate per m<sup>2</sup> for Routine, Scheduled and Patrol Cleaning Operations shall be multiplied by twelve months divided by two hundred and fifty working days. This amount shall be multiplied by the additional or eliminated m<sup>2</sup>. The ensuing amount shall then be multiplied by the number of days the additional space will be cleaned or eliminated. The resulting amount shall then constitute the sum by which the contract shall be increased or decreased.

### 6.5 Adjustment of contrat amount(s)

At the time of the exercise of each option, the rates in the Basis of Payment (Appendix "F") will be increased or decreased, by multiplying the rates by the percentage change in the Consumer Price Index (CPI) as published in Statistics Quebec Catalogue no.62-001-X, table 9-5, for the most recent average CPI of the twelve (12) month period preceeding the date of exercise of the said option.

### 6.6 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment

A9116C (2007-11-30) T1204 - Information Reporting by Contractor

C0710C (2007-11-30) Time Verification and Contract Price Verification**7. Invoicing Instructions**

All invoices are to be mailed as per page one (1) of this contractual document and must include the following before any payments can be processed. All taxes are to be listed as separate items. Failure to submit the correct information may result in the rejection of invoice for processing.

- A) company name and address;
- B) contract number;
- C) description of routine, schedule and patrol cleaning;
- D) description of additional cleaning and emergency cleaning operations with support documents, as appropriate, and value;
- E) name of the person who requested the service;
- F) Goods and Services Tax/Harmonized Tax as a separate line item;
- G) Client Reference Number;
- H) Procurement Business Number.

**8. Certifications**

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

**9. Applicable Laws**

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

**10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C, (2012-09-03);
- (c) Appendix "A" Specifications
- (d) Appendix "F" Price Table;
- (e) Appendix "SRCL" Security Requirements Check List (SRCL);
- (f) the Contractor's proposal dated \_\_\_\_\_

**11. SACC Manual Clauses**

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

**12. Insurance Requirements****12.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the **following article 12.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **12.2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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

### 13. Contract Financial Security

1. The supplier must provide to Canada one of the following contract financial securities within thirty (30) calendar days after the date of contract award:

- a. a certified cheque to the Receiver General for Canada in the amount of 20 percent of the contract price; or
- b. an irrevocable standby letter of credit as defined in clause E0008C in the amount of 20 percent of the contract price.

If Canada does not receive the required financial security within the specified period, Canada may terminate the contract for default pursuant to its default provision.

#### **SACC Manual Clauses**

E0008C (2011-05-16) Security Deposit Definition .

### 14. Cellular Phones and/or Pagers

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

### 15. Government Site Regulations

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

### 16. Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

### 17. Workers' Compensation

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

The Contractor is to supply the Departmental Representative with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

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File No. - N° du dossier

MTC-5-38099

Buyer ID - Id de l'acheteur

mtc475

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## **Appendix "A"** Specifications

*(Refer to the attached document)*

## **Appendix "SRCL"** Security Requirements Check List (SRCL)

*(Refer to the attached document)*

## Appendix "F", Price Table

### **PART "A"**

#### **MAINTENANCE SERVICE** (See Note 1 below)

Provide the equipment and labour required to carry out the work as indicated in the specifications

Lump sum: Lump sum price for 2 years + 3 option years (A1) \$

|                        |                    |          |
|------------------------|--------------------|----------|
| Lump sum<br>breakdown: | Year 1 of contract | \$ _____ |
|                        | Year 2 of contract | \$ _____ |
|                        | Option year 1      | \$ _____ |
|                        | Option year 2      | \$ _____ |
|                        | Option year 3      | \$ _____ |

### **PART "B"**

#### **AS AND WHEN REQUESTED WORK (PRICE PER HOUR)** (see Note 2 below)

Provide the equipment and labour required to carry out extra work, as specified in sections 3A, 3B and 4.

|                  |   |      |          |
|------------------|---|------|----------|
| <b>Materials</b> | Provisional amount for maintenance products only<br>for <u>2 years + 3 option years</u> , including 10% profit. | (B1) | \$500.00 |
|------------------|---|------|----------|

| Labour                  | Work period                             | Hourly Rate<br>(see note 3) |   | Hours<br>(estimated) | Total    |
|-------------------------|---|-----------------------------|---|----------------------|----------|
|                         | 8:30 am – 4:30 pm<br>(Monday to Friday) | \$ _____                    | x | 100                  | \$ _____ |
|                         | 4:30 pm – 7:30 am<br>(Monday to Friday) | \$ _____                    | x | 150                  | \$ _____ |
|                         | Sunday and statutory<br>holidays        | \$ _____                    | x | 100                  | \$ _____ |
| Total labour: (B2)      |   |                             |   |                      | \$ _____ |
| Total (B1) + (B2): (B3) |   |                             |   |                      | \$ _____ |



**PART "B"****AS AND WHEN REQUESTED WORK (PRICE PER M<sup>2</sup>)** (see Note 2 below)

Provide the equipment and labour required for extra carpet cleaning, as specified in section 4, article 3, point 3.

|                  |   |      |          |
|------------------|---|------|----------|
| <b>Materials</b> | Provisional amount for maintenance products only<br>for 2 years + 3 option years, including 10% profit. | (B4) | \$500.00 |
|------------------|---|------|----------|

| Labour                                 | Work period                             | Hourly Rate<br>(see note 3) |   | M <sup>2</sup><br>(estimated) | Total   |
|--|---|-----------------------------|---|-------------------------------|---------|
|  | 8:30 am – 4:30 pm<br>(Monday to Friday) | \$____/m2                   | x | 2,150                         | \$_____ |
|  | 4:30 pm – 7:30 am<br>(Monday to Friday) | \$____/m2                   | x | 2,150                         | \$_____ |
|  | Sunday and statutory<br>holidays        | \$____/m2                   | x | 2,150                         | \$_____ |
| Total labour: (B5)\$_____              |   |                             |   |                               |         |
| Total (B4) + (B5) : (B6)\$_____        |   |                             |   |                               |         |
| Total bid (A1) + (B3) + (B6) : \$_____ |   |                             |   |                               |         |

**NOTES:**

- The total amount of the bid is used for evaluation purposes only, and only the amount shown in Part "A" is covered by this contract. The Department undertakes to pay the Part "A" amount only, subject to approval of the work and other conditions in the specifications.
- The Department does not undertake to give the Contractor the amounts shown in Part "B" for materials and labour. The Department will, however, pay to the Contractor the amounts negotiated for each repair authorized by the departmental representative. The Contractor will be paid for work at an hourly rate plus materials based on the general provisions of section 1 and will not be entitled to any other compensation for any difference between the hours negotiated for each repair and the hours actually worked. The Contractor will be paid only for the materials authorized and used in performing the work and shall obtain prior approval from the Department's authorized representative before starting any work under Part "B".
- The above hourly rates must include all labour costs related to work done by employees, including all benefits, travel, overhead, parking and Contractor profit.

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**COMPLETE LIST OF NAMES OF INDIVIDUALS WHO ARE ON THE BOARD OF DIRECTORS**

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