



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal 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.

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

**Comments - Commentaires**

<b>Title - Sujet</b> Cleaning Services Boissevain	
<b>Solicitation No. - N° de l'invitation</b> E0209-190642/A	<b>Date</b> 2018-08-16
<b>Client Reference No. - N° de référence du client</b> PSPC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-011-10603	
<b>File No. - N° de dossier</b> WPG-8-41067 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-09-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Palmer, Adele	<b>Buyer Id - Id de l'acheteur</b> wpg011
<b>Telephone No. - N° de téléphone</b> (204) 807-6396 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PO Box 1238 Boissevain Manitoba R0K 0E0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

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

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N° de l'invitation - Solicitation No.  
E0209-190642/A  
N° de réf. du client - Client Ref. No.  
Boissevain

N° de la modif - Amd. No.  
File No. - N° du dossier  
WPG-8-41067

Id de l'acheteur - Buyer ID  
wpg011  
N° CCC / CCC No./ N° VME - FMS

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

Public Services and Procurement Canada (PSPC) requires the services of a Contractor to provide janitorial/cleaning services for the port of Boissevain in Manitoba.

The period of the contract is for one year from approx. October 1, 2018 to September 30, 2019; with the Option of exercising two one (1) year periods at the discretion of Canada.

As this is a port that is open 24 hours per day, cleaning services are required 7 days per week, for a minimum of 4 hours per day.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 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) (<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 \(2018-06-21\)](#) 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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

BRU: Western Region Bid Receiving Unit (Winnipeg)  
Address: Room 100, 167 Lombard Avenue  
Winnipeg, Manitoba R3B 0T6

E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: (204) 983-0338

## 2.3 Former Public Servant

### **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.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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 Manitoba.

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**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “G” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

### 3.1.3 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The proposed personnel appointed by the Contractor to perform the work under the Contract must have at least one (1) year within the last five (5) years of experience delivering/providing commercial cleaning services.

Include documentation with your proposal to support this Mandatory Criteria.

##### 4.1.2 Financial Evaluation

SACC Manual Clause [A0222T \(2014-06-26\)](#), Evaluation of Price

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria

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.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.2 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at

the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **PART 6 – SECURITY**

### **6.1 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 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites 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;
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.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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

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

### **7.1 Statement of Work**

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

#### **7.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **7.1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$TBD, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

#### **7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "E". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a monthly basis to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### ***Reporting Requirement- Details***

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

**For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

**7.2 Standard Clauses and Conditions**

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

**7.2.1 General Conditions**

[2035 \(2018-06-21\)](#), General Conditions – Higher Complexity Services - apply to and form part of the Contract.

**7.3 Security Requirements**

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE # E0209-190642**

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 Annex D;
  - b. Industrial Security Manual (Latest Edition).

#### **7.4 Term of Contract**

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

The period of the Contract is from October 1, 2018 to September 30, 2019 inclusive.

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Adèle Palmer  
Procurement Specialist  
Public Services and Procurement Canada  
Western Region  
Acquisitions Section  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone: (204) 807-6396

Facsimile: (204) 983-7796

E-mail address: [adele.palmer@pwgsc-tpsgc.gc.ca](mailto:adele.palmer@pwgsc-tpsgc.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/ Site Authority for the Contract is:

Sheldon Jacobs  
PWGSC – Property & Facility Manager

N° de l'invitation - Solicitation No.  
E0209-190642/A  
N° de réf. du client - Client Ref. No.  
Boissevain

N° de la modif - Amd. No.  
File No. - N° du dossier  
WPG-8-41067

Id de l'acheteur - Buyer ID  
wpg011  
N° CCC / CCC No./ N° VME - FMS

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101 22nd Street East, RM 110  
Saskatoon, SK S7K 0E1  
[sheldon.jacobs@pwgsc-tpsgc.gc.ca](mailto:sheldon.jacobs@pwgsc-tpsgc.gc.ca)

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: \_\_\_\_\_

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

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 - Firm Unit Price(s)

For the Work described in Pricing Schedule 1 – Scheduled Services in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price(s) for a cost of **\$TBD**. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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 Basis of Payment - Individual Task Authorizations

For the work described in Pricing Schedule 2 – As and When Requested Services in Annex B:

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of Payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$TBD. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.4 Monthly Payment

[H1008C \(2008-05-12\)](#), Monthly Payment

### 7.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - b. The original and one (1) copy must be forwarded to the following address for certification and payment.

Sheldon Jacobs  
PWGSC – Property & Facility Manager  
101 22nd Street East, RM 110  
Saskatoon, SK S7K 0E1  
[sheldon.jacobs@pwgsc-tpsgc.gc.ca](mailto:sheldon.jacobs@pwgsc-tpsgc.gc.ca)

- c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period 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 Manitoba.

### **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) [2035 \(2018-06-21\)](#), General Conditions – Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated \_\_\_\_\_.

### **7.12 Insurance – Specific Requirements**

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

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Cleaning Services – for Boissevain Port of Entry**

Hours of work for contract cleaning staff are dependent on the normal occupancy of the building. As this is a 24 hour port, regularly scheduled cleaning services will take place seven (7) days per week between the hours of 0600 hrs. and 1800 hrs. The Contractor must be on-site for a minimum of four (4) hours per day. The four hour period is at the discretion of the Contractor, but must be between the hours indicated above. Please refer to Annex B – Pricing Schedule 1.

“As and when requested” cleaning services for all Statutory Holidays will be at the discretion of the Project Authority. If the Project Authority requests cleaning services on a Statutory Holiday, an hourly rate will be charged for a minimum of 4 hour per day per Statutory Holiday. Please refer to Annex B – Pricing Schedule 2.

The Site Authority may request certain scheduled work to be done on a shift for safety, security and other reasons. For such work the Site Authority will notify the Contractor at least 48 hours in advance.

#### **CLEANABLE AREA IN SQUARE METRES**

<b>Main Port Building</b>	<b>456 m2</b>
<b>Tertiary Garage</b>	<b>256 m2</b>
<b>Total</b>	<b>712 m2</b>

#### **LOG BOOKS**

A log book must be maintained by the Contractor. The log book must contain the e-mail address, fax and phone numbers of company representatives that are responsible for handling any issues that arise and who are also responsible for taking corrective action. The log book must also include a notation of start time(s) and end time(s) per day.

The emails or faxes will be used to record the date and room/area in which deficiencies are noted. Deficiencies may include broken stair treads, broken/leaking taps, etc. and are to be reported to the Site Authority.

Checklists of completed work are to be included in the log book for periodic inspection by the Site Authority.

To facilitate payment for services, the Contractor must forward along with their monthly invoice, the PWGSC fully endorsed service verification log sheets (No payments will be issued until an invoice is received).

#### **ACCIDENTS**

The Contractor and their employees will not be considered as being Government employees and therefore will not come within the provisions of the Government Employees Compensation Act and will not be eligible for any of the benefits provided by the Crown under this act.

### **EXCLUDED AREAS**

The following areas will not be included in the areas of cleaning:

Queens Warehouse  
Storage Rooms  
Transformer, Mechanical, Electrical and LAN Rooms

### **DAMAGES**

The contractor shall be fully responsible for any damage to the structure, furniture, equipment, plants and countertops.

- A. Do not use spray cleaning materials in the vicinity of plants.
- B. Do not use cleaning materials that leave an oily film

### **HEALTH and SAFETY**

The Contractor must adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures. The Contractor must perform the work in compliance with the Canada Labour Code – Part II, or relevant Provincial Occupational Health and Safety Act and regulation, the National Fire Code; and applicable Provincial Act or Regulation and applicable Municipal Regulations. In the event of a conflict between any of the codes, regulations, acts or standards outlined in herein, the most stringent shall apply. All of the above codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Contract. PWGSC is committed to ensuring a respectful workplace for everyone who works at the Port of Entry at Emerson. Evidence of harassment in the workplace is unacceptable and will not be tolerated.

### **SECURITY**

All Contractor personnel must be security cleared to Reliability Status before employees will be permitted to access the facilities. It is the responsibility of the Contractor to ensure security clearances are completed. Forms for security clearances will be provided by Public Works and Government Services Canada. Lack of security cleared personnel will not be an acceptable excuse if work is not performed in accordance with the terms set forth.

### **STAFFING**

The Contractor must provide all the staff necessary to perform all services as detailed herein.

### **UNIFORMS**

All cleaning personnel utilized in the performance of this contract must wear Contractor supplied uniforms. All cleaning personnel will carry visible picture identification cards and will be worn at all times during working hours, issued by the Contractor. Personnel without cards will be requested to leave the facility. Upon termination of services, the identification cards will be returned to the Contractor.

### **INSPECTIONS**

On completion of periodic cleaning operations, inspections shall be made by the departmental representatives, who shall decide whether or not the work is satisfactory.

## **SECTION TWO**

### **DEFINITION OF TERMS**

The definition of terms and quality standards described in this document for janitorial services core tasks and optional tasks must be strictly adhered to. All inspections made by the client will be rated according to these quality standards.

**Routine Cleaning** means cleaning operations which are specified to be performed monthly or more frequently such as weekly or daily.

**Scheduled Operations** means cleaning operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually.

**Project Cleaning** means cleaning operations which are specified to be performed only when ordered by the client.

**Flight of Stairs** includes steps and risers situated between two floor levels including landing(s).

**Materials** include, but are not limited to, toilet tissue, paper hand towels, hand soap, deodorant blocks, hand sanitizer, plastic bags and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the building(s).

**Trash** includes the contents of ashtrays, waste receptacles, sand urns and sani-cans. Also paper clips, paper, mop strings, pins, staples and discarded items on the floor or furniture.

**High Traffic Areas** includes entrance lobbies, elevator lobbies, corridors and traffic aisles in open office space.

### **QUALITY STANDARDS**

The Supplier must meet the following standards:

#### ***1. Cleaning: General***

- a. All surfaces and objects specified in the contract must be free of dust, stains, spills, debris and soil immediately after cleaning operation.
- b. Machinery and equipment must not block a passageway, or present a trip hazard.
- c. Caution signs must be placed adjacent to the affected area on all approaches.
- d. Furnishings moved by cleaners must be relocated to their original location.

#### ***2. Spot Cleaning***

- a. All affected areas must be clear of stains, streaks and soil.
- b. All over-spray from spray applicators must be wiped clean from all surfaces.

#### ***3. Sweeping***

- a. All floor areas including open areas and flooring around furniture legs and into corners be free of dirt and litter.

#### ***4. Dust Mopping***

- a. All floor areas including open areas and flooring around furniture legs and into corners must be free of debris and dust film.

#### ***5. Damp Mopping***

- a. Floor areas including open areas and flooring around furniture legs and into corners must be clean and free of surface stains, soil, mop streaks, loose mop strands and water spotting.
- b. The supplier must sweep or dry mop the area immediately before damp mopping.

- c. The supplier must start damp mopping with clean water and mop.
- d. Walls, baseboards and other surfaces must be free of splash marks.

#### **6. Wash Floors**

- a. All standards outlined in "Damp Mopping" apply.
- b. In addition, surfaces must be rinsed free of cleaning solution after floors are washed.
- c. All areas must be free of dirt, stains, splashing, cleaning chemical and water accumulations as well as scuff marks.

#### **7. Vacuuming**

- a. All carpet surfaces must have an overall appearance of cleanliness and must be free of visible dust, dirt and grit.
- b. A power head must be used. Vacuums must be 2 motor design (1 for suction, 1 for power head).

#### **8. Stain Removal**

- a. All carpets and walk-away mats must have no visible stains or discoloration after stain removal operation.
- b. Where stain removal involves wetting of a hard surface floor, caution signs must be in place around affected work area.

#### **9. Hot Water Extraction**

- a. All carpets and walk-away mats must be clean and free of accumulated dust and dirt and stain as a result of Hot Water Extraction.
- b. Areas must be cleaned to walls and corners.

#### **10. Damp Wiping**

- a. Surfaces must be free of dust, stains, streaks and water spotting following damp wiping.
- b. Wiping cloths must be rinsed frequently and free of stains and odors.
- c. Feather dusters are not acceptable.

#### **11. Glass and Mirror Cleaning**

- a. All glass must be clean on both sides and free of streaks and finger marks.
- b. Adjacent areas including frames, casing and ledges must be free of water spotting, splash marks and streaks.

#### **12. High dusting**

- a. All surfaces must be free of dust.
- b. High dusting must be effected using either damp rag wiping or vacuuming. The method will be specified by the client.
- c. Dust must be contained and prevented from floating freely in the air during operation.

#### **13. Clean and Disinfect**

- a. Client-approved, environmentally friendly, commercial disinfectant cleaner must be used.
- b. Manufacturer's instructions must be followed for best results.
- c. All surfaces cleaned and disinfected must be rinsed clean of residual disinfectant.

#### **14. Cleaning with a Hose**

- a. All exterior areas must be clean of dirt, mud and debris with no water ponding as a result of the cleaning with a hose.
- b. Equipment is removed and stored immediately after use.

## **TASKS**

### **1. Entrance**

- A. Daily Vacuum walk away mats.
- B. Clean entrances and lobbies daily
  - i. Keep free of debris
  - ii. Clean furniture and office furniture.
  - iii. Mats are to be removed or rolled up to complete floor cleaning operations.
  - iv. Clean both sides of door glass.
  - v. Clean surface and between bars of floor grills.
  - vi. Sweep, wash and buff floors. Provide additional damp mopping of floors during inclement weather.

### **2. Washrooms: Public and staff daily**

- A. Public washrooms
  - i. Remove gum and other foreign residue.
  - ii. Sweep all floors
  - iii. Damp mop with a germicidal solution and/or manufacturer's instructions.
  - iv. Remove all trash from strainers in basin or urinals.
  - v. Wash toilet seats (both sides) bowls, urinals, washbasins and underside of washbasins using a germicidal detergent.
  - vi. Clean and disinfect all water taps, dispensers, door plates, flush valves and the exterior of wastepaper and refuse containers.
  - vii. Clean flush tanks, shelves, high ledges, mirrors, window stools and exposed piping.
  - viii. Spot clean walls, partitions and doors to remove finger marks and other marks.
  - ix. Empty sanitary containers, wash, disinfect and replace bags.
  - x. Empty all wastepaper receptacles.
  - xi. Empty refuse receptacles and insert new plastic bags.
  - xii. Replenish soap containers, toilet paper, linen and paper dispensers.

### **3. Daily**

- i. Wash both sides of partitions and partition doors and the ceramic walls enclosed by the partitions using a germicidal detergent.
- ii. De-scale toilet bowls and urinals.
- iii. Place one 4 oz deodorant block in each urinal
- iv. Damp wipe counters daily.
- v. Clean counter facings as required.

### **4. Furniture and fixtures**

Mandatory: papers and files left on furniture shall not be disturbed. Request tenant to remove papers and files from surface in order to clean work surface.

Daily:

- i. Dust horizontal surfaces.
- ii. Dust telephones
- iii. Dust and remove finger marks and stains from work surface areas.
- iv. Spot clean outside surfaces of lockers, storage and filing cabinets.
- v. Spot clean bookcase glass doors.
- vi. Dust empty stacks and shelves.
- vii. Dust pictures and wall hanging (excluding paintings and art objects)

### **5. Waste Receptacles**

Mandatory: Replace when dirty or torn, plastic bags of correct size in wastepaper baskets, garbage cans and waste receptacles

- i. Daily empty garbage cans and waste receptacles.

**6. Doors, Door Frames, Etc.**

Daily

- i. Clean finger marks from doors and door frames
- ii. Dust door grills

**7. Emergency Fire Equipment**

Daily

- i. Dust wall hung equipment

**8. Water Fountains**

Daily

- i) Wash and disinfect. Odour of disinfectant must not be objectionable.

**9. Walls, Partitions and Baseboards**

Daily

- i) Remove finger marks, smudges and stains from painted walls and partitions.
- ii) Dust baseboards, ledges and mouldings.

**10. Floor Resilient**

Mandatory: Chairs, wastepaper baskets, etc., must not be placed on desks, tables or work benches during cleaning operations. Care must be taken not to allow cleaning solution to seep under furniture legs, file cabinets or partitions.

Daily:

- i) Sweep all floors
- ii) Remove gum and foreign residue
- iii) Damp mop or wipe all floors to remove spillage salt, (sodium and calcium chloride)

**11. Carpeting and Rugs**

Daily

- i) Vacuum on a full floor basis all carpeting and rugs in heavy traffic areas such as reception or waiting areas and corridors.
- ii) Dust bases of screen systems.

**12. Stairs and landings**

Daily

- i) Sweep stairs and landings
- ii) Remove gum and foreign residue
- iii) Dust hand rails, vertical grills, baseboards and stringers.

**13. Interior Glass**

Daily

- i) Spot clean all glass doors, glass in fire doors, glass partitions and/or glass panels in partitions.

**14. Light Fixtures**

Daily

- i) Remove insect from lens as required.

**15. Exterior**

Daily

- i) Keep entrances, sidewalks and grounds free of litter and debris. Sweep exterior steps, handicapped ramps, sidewalks and loading dock entrances.
- ii) When required remove snow and ice up to 10 feet from entrances, emergency exits, sidewalks, walkways, perimeter of facility grounds and handicapped ramp prior to 0700 hrs and as often as required during continuous snowfall, including application of anti-slip products in icy surfaces.
- iii) All anti-slip materials will be provided by the Owner.
- iv) Clean debris from outside ashtrays and empty waste receptacles.

## **16. Supplies**

**All supplies required will be supplied by the Contractor.**

17. Do not clean computer terminals. The responsible Officer should clean their own terminals.
18. Ensure all maintenance items that are of a Health and Safety nature are promptly reported i.e. same day turnaround.
19. Report all concerns through the respective on-site Manager. Do not deal directly with on site personnel other than the Manager on duty. Promptly alert Cleaning Supervisor of potential issues that will escalate to the district and/or regional level.
20. Do not deal directly with on-site personnel. Promptly alert PWGSC site authority of potential issues that will escalate to the district and/or regional level.
21. Avoid interference in Customs and/or Immigrations day to day operational functions/ situations unless the building security or structure is placed at risk when performing daily cleaning tasks.

## **ENVIRONMENTAL CONSIDERATIONS**

### **1. Cleaning Products**

Cleaning products must be biodegradable, phosphate-free, odorless, low-odor, low volatile organic compounds (VOC) products for all general-purpose cleaning. All cleaning products used must meet the Environmental Choice Program Certification ("Eco-Logo") criteria or equivalent. These products must be supplied at no extra cost.

### **2. Paper Products**

All hygienic paper products must contain a minimum of 10% post-consumer recycled fibres or equivalent. All products used must meet the Environmental Choice Program Certification ("Eco-Logo") criteria or equivalent. These products must be supplied at no extra cost.

### **3. Delivery of Services**

Janitorial services must occur during office working hours to minimize the number of hours overhead lighting is in use. Office working hours are to be defined in contract documents.

## ANNEX "B"

### BASIS OF PAYMENT

1. It is **MANDATORY** that bidders submit prices/rates for the period of the proposed contract in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Proposal.
2. Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' proposal shall be changed to reflect the quantities stated in the RFP.
3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the pricing in the Basis of Payment.
4. The quantities and estimates specified below are provided for evaluation purposes only. Estimated quantities are provided for evaluation purposes only. Actual usages may vary from these amounts.
5. Bidder(s) shall provide bid(s) as per the unit of issue requested. It is the responsibility of the bidder(s) to provide conversion to the unit of issue requested. Failure to do so will render the bid(s) non-responsive without further consideration.
6. PRICING must be firm unit pricing in Canadian (CDN) funds, all-inclusive for the period of the Contract. Rates MUST include ALL costs (All Freight, delivery, offloading, FOB destination, options, accessories, warranties.) associated with providing the Goods in accordance with the Requirement at Annex "A". GST, if applicable, is to be shown as a separate item on any resulting invoice. (PST Exempt 390516-0).

**TABLE 1**  
**Pricing schedule 1: Scheduled Services**

<b>CONTRACT PERIOD #1: October 1, 2018 – September 30, 2019</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS, MONDAY THROUGH SUNDAY.</b>						
Line	description	Area (m2)	Unit of Measure	(A) Price per unit	(B) Estimated Usage	(C) Extended Price = A X B
1.	Main Port Building	456	monthly	\$_____	12	\$_____
2.	Tertiary Garage	256	monthly	\$_____	12	\$_____
<b>Evaluated Price Contract Year #1</b>						\$_____

**TABLE 2**  
**Pricing Schedule 2: "As and when requested" Services (Task Authorization)**

<b>CONTRACT PERIOD #1: October 1, 2018 – September 30, 2019</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive hourly rates for work performed in accordance with the Statement of Work at Annex A, for Statutory Holidays.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS ON STATUTORY HOLIDAYS.</b>						
Line	description	Area (m2)	Unit of Measure	(A) Price per unit	(B) Estimated Annual Quantity	(C) Extended Price = A X B
3.	Main Port Building & Tertiary Garage	712	hourly	\$_____/hour	44	\$_____
<b>Evaluated Price Contract Year #1</b>						\$_____

**TABLE 3**  
**Pricing schedule 1: Regularly Scheduled Services**

<b>OPTION PERIOD #1: October 1, 2019 – September 30, 2020</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS, MONDAY THROUGH SUNDAY.</b>						
Line	description	Area (m <sup>2</sup> )	Unit of Measure	(A) Price per unit	(B) Estimated Usage	(C) Extended Price = A X B
4.	Main Port Building	456	monthly	\$_____	12	\$_____
5.	Tertiary Garage	256	monthly	\$_____	12	\$_____
<b>Evaluated Price Option Period #1</b>						\$_____

**TABLE 4**  
**Pricing Schedule 2: “As and when requested” Services (Task Authorization)**

<b>OPTION PERIOD #1: October 1, 2019 – September 30, 2020</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive hourly rates for work performed in accordance with the Statement of Work at Annex A, for Statutory Holidays.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS ON STATUTORY HOLIDAYS.</b>						
Line	description	Area (m2)	Unit of Measure	(A) Price per unit	(B) Estimated Annual Quantity	(C) Extended Price = A X B
6.	Main Port Building & Tertiary Garage	712	hourly	\$_____/hour	44	\$_____
<b>Evaluated Price Option Period #1</b>						\$_____

**TABLE 5**  
**Pricing schedule 1: Regularly Scheduled Services**

<b>OPTION PERIOD #2: October 1, 2020 – September 30, 2021</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive monthly rates for work performed in accordance with the Statement of Work at Annex A.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS, MONDAY THROUGH SUNDAY, INCLUSIVE OF ALL STATUTORY HOLIDAYS.</b>						
<b>Line</b>	<b>description</b>	<b>Area (m2)</b>	<b>Unit of Measure</b>	<b>(A) Price per unit</b>	<b>(B) Estimated Usage</b>	<b>(C) Extended Price = A X B</b>
7.	Main Port Building	456	monthly	\$_____	12	\$_____
8.	Tertiary Garage	256	monthly	\$_____	12	\$_____
<b>Evaluated Price Option Period #2</b>						\$_____

**TABLE 6**  
**Pricing Schedule 2: "As and when requested" Services (Task Authorization)**

<b>OPTION PERIOD #2: October 1, 2020 – September 30, 2021</b>						
<b>Firm All Inclusive Prices:</b> The Contractor will be paid the following firm all-inclusive hourly rates for work performed in accordance with the Statement of Work at Annex A, for Statutory Holidays.						
<b>WORK PERFORMED BETWEEN 0600-1800 HOURS ON STATUTORY HOLIDAYS.</b>						
<b>Line</b>	<b>description</b>	<b>Area (m2)</b>	<b>Unit of Measure</b>	<b>(A) Price per unit</b>	<b>(B) Estimated Annual Quantity</b>	<b>(C) Extended Price = A X B</b>
9.	Main Port Building & Tertiary Garage	712	hourly	\$_____/hour	44	\$_____
<b>Evaluated Price Option Period #2</b>						\$_____

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**FOR EVALUATION:**

<b>Total Evaluated Price Contract Year #1 = TABLE 1 + TABLE 2</b>	\$
<b>Total Evaluated Price Option Period #1 = TABLE 3 + TABLE 4</b>	\$
<b>Total Evaluated Price Option Period #2 = TABLE 5 + TABLE 6</b>	\$
<b>Grand total for evaluation</b>	\$ _____

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

Please see attached.

## **ANNEX "D"**

### **INSURANCE - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.



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**ANNEX "F"**

**TASK AUTHORIZATION FORM**

Please see attached

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## **ANNEX "G" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)