



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

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Janitorial Service for CFB Kingston	
Solicitation No. - N° de l'invitation W6837-184717/A	Date 2018-11-15
Client Reference No. - N° de référence du client W6837-18-4717	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-519-7632	
File No. - N° de dossier KIN-8-50135 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-20	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613) 536-4874 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RPOU (Ontario) Kingston CFB Kingston 6 Moro Street, Bldg MH36 PO Box 17000 Stn Forces Kingston Ontario K7K 7B4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

THIS DOCUMENT CONTAINS SECURITY REQUIREMENTS

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W6837-184717

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50135

Buyer ID - Id de l'acheteur
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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 Guide, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

List of Documents to be distributed at the Mandatory Site Visit:

1. Schedule of Current Janitorial Personnel's Wages and Benefits
2. Union Collective Agreement for Current Janitorial Personnel
3. General Documentation
 1. Spaces by Building
 2. Area by Functional model
 3. Area by Flooring
 4. Area by Building
 5. List of Functional Models
 6. Functional Model Specification
4. Equipment List Form
5. Personnel List Form
6. FTE Recap Form
7. Daily Meeting Form
8. Building Plans

1.2 Summary

- 1.2.1 Janitorial services for 25 buildings at the Canadian Forces Base located in Kingston, Ontario in accordance with the Statement of Work in Annex A. The Contractor must provide scheduled (Routine) and unscheduled (when authorized by the Project Authority) janitorial services and provide sanitary supplies to all buildings listed in the building inventory which will be provided at the Mandatory Site Visit. The period of the resulting Contract will be from 1 February 2019 to 31 January 2020 with 4 option years.
- 1.2.2 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.
- 1.2.3 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

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.

1.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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](#) (2018-05-22) 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: 120 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (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 Ontario.

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at CFB Kingston, Ontario Building B37 (Sherman Hall) 20 Craftsman Blvd. Room 305 on November 29, 2018 The site visit will begin at 09:00 am Room 305

Bidders must communicate with the Contracting Authority no later November 28, 2018 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

2.7 Ontario Labour Legislation

1. In accordance with the requirements of section 77(1) of the *Employment Standards Act, 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:*

- (a) the employee's job classification or job description;
- (b) the wage rate actually paid to the employee;
- (c) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
- (d) the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
- (e) the date on which the employer hired the employee;
- (f) any period of employment attributed to the employer under section 10 of the Act;
- (g) the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;
- (h) a statement indicating whether either of the following subparagraphs applies to the employee:
 - (i) The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
 - (ii) The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.

2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.

3. In addition to the above information, a copy of either the collective agreement union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.

4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.

5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.

6. Bidders who require clarification or further information may contact:

John Potetsianakis
Director of Operations
Star Group of Companies
Office: (613)692-6640

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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 and describe their approach 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.

1. Customer Reference Contact Information:

(A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, that the Bidder has worked twenty-four (24) months within the past five years from [insert bid closing date] on janitorial contracts cleaning a minimum of 40,000 square meters of floor space in mutable buildings a minimum of five (5) days per week during all 24 months of the Contract, up to a maximum of two (2) separate contracts.

(B) The form of question to be used to request confirmation from customer references is as follows:

Has the Bidder provided your organization with janitorial services over a twenty-four (24) months period within the past five years from [insert bid closing date] on janitorial contracts for cleaning a minimum of 40,000 square meters of floor space in multiple buildings a minimum of five (5) days per week during all 24 months of the Contract, or up to a maximum of two (2) separate contracts

____ Yes, the Bidder has provided my organization with the services described above.

____ No, the Bidder has not provided my organization with the services described above.

____ I am unwilling or unable to provide any information about the services described above.

For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

(C) Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B". The total amount of Harmonized Sales Tax (HST) must be shown separately, if applicable.

3.1.2 The pricing basis is an open and transparent mechanism by which all Bidders must present their bid. It is the Bidder's responsibility to enter their prices in the applicable table(s) based on their assessment of the Work required in the Statement of Work. The Bidder should use their assessment of the Work and should not base their yearly prices solely on the minimum Full Time Equivalent (FTE) or minimum Supervisory ratios contained in Annex F, Cost and Labour Itemization, as these are minimum requirements.

3.1.3 The minimum FTE is the estimated minimum amount of productive working hours required for on-site Janitorial Personnel to adequately perform the Routine Work described in the Statement of Work. The FTE calculation does not take into account overheads such as vacation, sick time, travel time, or any other non-productive time.

3.1.4 The minimum FTE contained in Annex F, Cost and Labour Itemization is a Mandatory Financial Requirement designed to ensure fairness for all Bidders and Canada throughout the life of this

requirement. It is the Bidder's responsibility to bid enough hours to do the Routine Work and to meet the minimum FTE requirement on a monthly basis during the Period of the Contract. Canada will not pay for additional hours for Routine Work because a Bidder has not stated sufficient hours in their bid or calculated sufficient hours in their firm unit price identified at Annex B.

3.1.5 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 "F" 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.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2017-11-03) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions

(SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how each Mandatory Technical Criteria is met or addressed. Bidders should clearly indicate in their bid where the substantial information for each of the Mandatory Technical Criteria sections identified below can be found.

Bids not meeting all of the Mandatory Technical Criteria listed below will be given no further consideration.

	Mandatory Technical Criteria	Cross Reference to Bid (Page #)
MTC1	<p>The Bidder or a defined representative must have *certification from the Contracting Authority of their attendance of the Mandatory Site Visit.</p> <p><u>*Certification:</u> To receive Canada's certification of attendance of the Mandatory Site Visit, the Bidder's Representative must be in attendance each time attendance is checked by Canada, otherwise, certification will not be granted. Canada will publish a list of the Bidder's company name that received its certification of attendance in an amendment to the RFP that will be published after the Mandatory Site Visit. Bidder's, whose company name is included in this published attendance list, will have complied with this Mandatory Technical Criteria.</p>	
MTC2	<p>The Bidder must provide with their bid, documentation to prove that the legal entity which is submitting the bid has a minimum of twenty-four (24) months of "similar" janitorial experience within the past five (5) years (from the bid closing date). "Similar" is defined as cleaning a minimum of 40,000 square meters of floor space in multiple buildings a minimum of five (5) days per week during all 24 months of the Contract, or up to a maximum of two (2) separate contracts.</p> <p>A. For this Mandatory Technical Criteria, the Bidder must provide in their technical bid:</p> <p>(i) Company Name of Reference: State the Reference's full company name,</p> <p>(ii) Contract #: State the complete contract number applicable to the reference.</p> <p>(iii) Start and Finish Date: Supply the start date and the finish date of the reference contract.</p> <p>(iv) Contract Location: State where the Work for the reference contract was completed.</p> <p>(v) Contract Description: Describe the types of Work that were completed under this contract.</p> <p>(vi) Average Floor Area Cleaned (square meters) per day:</p>	

	<p>Provide the daily average floor area in square meters that was cleaned a minimum of 5 days per week under each contract. As a minimum both references must add up to 40,000 square meters of floor space cleaned per day.</p> <p>(vii) Contact Name: Provide a contact name for someone who works for the reference contract company who can be contacted between 8:00 a.m. and 4:00 p.m. local time, Monday to Friday to provide a reference for your company.</p> <p>(viii) Contact phone number or email address: Provide an email address or phone number for the Contact Name including the area code.</p>	
	<p>B. The Contract (s) must have been performed by the Bidder itself (and does not include the experience of any proposed subcontractor or any affiliate of the Bidder). However, several entities may combine their experience by submitting a bid as a joint venture; in that case, the bid must describe the previous experience of one or more joint venture members, to meet the experience requirement. For example, one similar Contract could be described for one joint venture member and another Contract could be described for another joint venture member. If two members of the joint venture worked on the same work site at the same time, the areas cleaned by each joint member will be combined and considered to be one Contract.</p>	
MTC 3	<p>For each item in the table in Annex "F", the Bidder must provide</p> <p>A. Firm unit price per hour for year 1; and</p> <p>B. Yearly usage hours that meet or exceed the Minimum Annual Routine Janitorial Services Labour</p>	

Reference Checks:

- (A) For reference checks evaluated at Phase III of the Phased Bid Compliance Process, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (B) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation

period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

- (C) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (D) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (E) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.1.3 Financial Evaluation

4.1.3.1 Evaluation of Price

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

- (a) The Bidder must provide all unit pricing, lot pricing and percentages indicated by yellow highlighted cells in accordance with Tables 1, 2, 3 and 4 of Annex B, Basis of payment. All pricing must be firm in Canadian currency.
- (b) The price of the Bid will be evaluated in Canadian dollars, the Applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (c) In Table 1 of Annex B: for items 1 through 12 inclusive, the Bidder's Firm Unit Prices (per m² per year) will be multiplied by the Estimated Usage to calculate the extended price for each item for each year. For items 13 to 16 the associated annual hours will be multiplied by the hourly rate to calculate the extended item price for each year. The lot prices identified in items 17 through 18 inclusive for all year will be added to the extended prices for items 1 through 16 inclusive for all years to arrive at the total extended price for all years.
- (d) Table 2 of Annex B For items 1 through 10 inclusive, the Bidder's Firm Unit Prices for all years, will be multiplied by the Estimated Usage (Area in m²) to calculate the extended price for each item for all years.
- (e) Table 3 of Annex B: For items 1 through 2 inclusive, the Bidder's Firm Unit Prices for all years, will be multiplied by the Estimated Usage to calculate the extended price for each item for all years. The yearly price for additional materials will be calculated by multiplying the percentage entered by the Bidder for item 3a in Table 3 by the dollar value in the usage column (\$20,000) and adding this number to the dollar value in the usage column (\$20,000) for each of the 5 years.

-
- (f) The Estimated Usages in Tables 2 and 3 of Annex B are only an approximation of the usage and will be used for evaluation purposes only. The payment for costs incurred under Tables 2 and 3 will be limited to the actual hours worked and actual goods and services provided. All charges for labour for extra service calls must be verified by a time log signed by the Project Authority (PA). The log will be kept in the PA's office or at a prearranged job site location.
- (g) Table 4 of Annex B: The cost for each item will be the extended price.
- (h) The evaluated price will be the aggregate of all extended prices and yearly prices for all items in Tables 1 to 4 for all pricing periods (years 1 to 5).

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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 Integrity 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 specified 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.

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 titled 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

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 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 7 - Resulting Contract Clauses;

2. 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.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3 Insurance Requirements

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

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

PART 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 E.
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 1 calendar day 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 \$100,000.00, 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.

7.1.2.5 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 "B". 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 quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

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 start and completion date for each authorized task; and
- v. 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.

7.1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence designation, Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, 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 personnel security screening at the level of Reliability or, SECRET, as requested, 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).

NOTE: There are **multiple levels of personnel security screenings** associated with this file. In this instance, a Security Classification Guide has been added to the SRCL clarifying these screenings

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 February 2019 to 31 January 2020.

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 4 additional one 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Solicitation No. - N° de l'invitation
W6837-184717/A
Client Ref. No. - N° de réf. du client
W6837-184717

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50135

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

Name: Herb Choquette
Title: Team Leader – Acquisitions
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3
Telephone: 613-536-4874
Facsimile: 613-545-8067
E-mail address: Herb.Choquette@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 (Technical) Authority

The Project Technical Authority for the Contract is:
(to be provided by the Contracting Authority on Contract award document)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Technical 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 and telephone number of the person responsible for:

General Enquiries

Name: _____

Telephone No: _____

Facsimile No: _____

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

7.7.1.1 Routine Janitorial Services

In consideration of the Contractor satisfactorily completing its obligations under the Contract for Scheduled Routine Janitorial Services, the Contractor will be paid the firm unit prices as set out in Table 1 of Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra, if applicable.

For the Routine Work portion described in the Statement of Work in Annex "A", 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 or PA before their incorporation into the Work. The monthly payment for Routine Work will be the Extended Price for all items (Table 1 in Annex "B") divided by 12.

7.7.1.2 Deliverables

In consideration of the Contractor satisfactorily completing its obligations under the Contract for Deliverables, the Contractor will be paid a firm price as set out in item 20 in Table 1 and item 1 in Table 5 of Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra, if applicable.

7.7.1.3 Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid the firm unit prices in accordance with Table 2 and Table 3 of the Basis of Payment in Annex B, as specified in the authorized Task Authorization. Customs duties are included and Applicable Taxes are extra, if applicable.

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

7.7.1.4 Contract Financial Security

Upon receipt of the appropriate Contract Financial Security, Canada will pay the Contractor the associated fees as stated in Table 5 of the Basis of Payment in Annex B,

7.7.2 Limitation of Expenditure

- a. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at time of Contract award). Customs duties are included, and Applicable Taxes are included, if applicable.
- b. 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:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the Contract expiry date, or
 - iii) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,

Whichever comes first?

- c. 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.

7.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

7.7.4 SACC Manual Clauses

SACC Manual clause [A9177C](#) (2007-11-30) T1204 - Direct Request by Customer Department

SACC Manual clause [C0710C](#) (2007-11-30) Time and Contract Price Verification

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

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. The format of the invoice must match the format of the basis of payment.

7.8.1 Invoicing for Routine Work

Payment for Routine Work listed in the Statement of Work will be made in twelve (12) equal consecutive instalments as stated in the Annex B, entitled "Basis of Payment". In addition to the information required under the General Conditions – Services – Medium Complexity, the Contractor must provide the following information on its invoice:

- a) Destination and date of delivery of services
- b) Invoice serial number and date
- c) Cost of goods and services provided in the same format as Table 1 in Annex B.

7.8.2 Invoicing for Annual Work

Annual Work as stated in Table 2 in Annex B must be invoiced by the Contractor monthly, upon completion. Invoicing must include the information listed in the preceding paragraph as well as the following items:

- a. A description and breakdown of the hours or units of Work performed
- b. The area where the Work was performed
- c. The date the Work was completed
- d. A copy of the signed Task Authorization form applicable to the Work

7.8.3 Invoicing for All Other Work

For Work completed under Task Authorization as stated in Table 3 in Annex B, the Contractor must invoice on a monthly basis and must include:

- a. A completed DND626 Tasking document applicable to the Work;
- b. A description and breakdown of the hours or units of Work performed;
- c. A list of the names and badge numbers of the personnel that performed the Work;
- d. Cost of goods and services provided in the same format as Table 3 in Annex B;
- e. The area where the Work was performed; and
- f. The date the Work was completed.
- g. Subtotal before HST
- h. Amount of HST
- i. Total of invoice
- j. HST registration number

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.

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

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

7.10 Applicable Laws

Delete

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- a) The Articles of Agreement;
- b) The general conditions 2035, (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- c) Annex A, Statement of Work
- d) Annex B, Basis of Payment
- e) Annex C, Insurance Requirements
- f) Annex D, Security Requirements Check List and Security Guide
- g) Annex E, DND 626 Task Authorization Form
- h) Annex G, Bidder's Statement of Janitorial Experience
- i) Schedule of Current Janitorial Personnel's Wages and Benefits
- j) Union Collective Agreement for Current Janitorial Personnel
- k) General Documentation
 - i) Spaces by Building
 - ii) Area by Functional Model
 - iii) Area by Flooring
 - iv) List of Functional Models
 - v) Functional Model Specifications
 - vi) Equipment List Form
 - vii) Repair Log Form

- viii) Attendance Log Form
- ix) Personnel List Form
- x) FTE Recap Form
- xi) Daily Meeting Form
- xii) Building Plans
- l) The signed Task Authorizations (including all of its annexes, if any); and
- m) The Contractor's bid dated _____.

7.12 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations
SACC Manual clause [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products
SACC Manual clause [A0075C](#) (2014-11-27) Ontario Labour Legislation - Contract
SACC Manual clause [D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance Requirements

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

7.15 Contract Financial Security

- a. The Contractor must provide one of the following Contract financial securities within 30 calendar days after the date of Contract award:
 - i. a performance bond form PWGSC-TPSGC 505 in the amount of \$300,000.00; or
 - ii. a security deposit as defined in clause E0008C in the amount of \$300,000.00Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
- b. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
- c. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

7.15.1 Security Deposit Definition

SACC Manual Clause [E0008C](#) (2018-06-21) - Security Deposit Definition

7.16 Contract Administration

7.16.1 Changes to the Contract Requirements and Resulting Pricing Changes

During the term of the Contract, the PA may make changes to the frequency and area included in Routine Janitorial Services. This includes the possibility that large amounts of area (including entire buildings) may be reduced or increased during the Contract. The Contractor agrees to accept the changes to the frequency and area included in Routine Work and the associated price changes.

7.16.2 Calculation of Changes to the Contract Pricing

When changes affect the Contract pricing, it is the responsibility of the TA to determine the financial impact of the changes and to notify the Contractor accordingly.

To simplify the invoicing, the parties agree that financial adjustments associated with changes resulting from additions or deletions of Routine Janitorial Services, will take effect only on the first day of each month.

The TA will calculate the new increase or decrease in price using the applicable Item(s) from Table 1 Annex B.

Example:

Increase: An increase is a calculation of spaces from a building inventory, based on Functional Model(s), multiplied by the area in square meters. The sum represents the Annual increase in cost.

Decrease: A decrease is a calculation of spaces from a building inventory, based on Functional Model(s), multiplied by the area in square meters. The sum represents the Annual decrease in cost.

7.17 Non-compliant Routine Work

7.17.1 The TA will conduct routine inspections to ensure compliance for all terms and conditions of the Contract.

7.17.2 The TA will inform the contractor in writing when an inspection by the TA determines that the Contractor's Routine Work is non-compliant. The contractor must correct the non-compliance or deficiency within the agreed upon time by the TA. If the non-compliant work is not remedied to the satisfaction of the TA by the agreed upon time, the value of the non-compliant Work may be deducted from the monthly invoice. The value will be calculated by multiplying the area (m²) that was not compliant by the Annual Cost from Table 1 in Annex "B" and multiplying it by the percentage of the year for which the Work has been non-compliant.

7.17.3 When the Contractor is non-compliant with the required minimum monthly on-site personnel levels, the value of the number of deficient hours will be deducted from the Contractor's invoice for that month. The value of the number of deficient hours will be calculated by multiplying the number of deficient hours for the month by the applicable hourly rate in Table 1 located in Annex H.

7.17.4 The Contractor will be considered to be in default of contract and will be terminated in accordance with the General Conditions if any of the following occurs:

- i. The Contractor is non-compliant with the required minimum monthly on-site personnel levels by more than 20% during 20 consecutive working days.
- ii. The Contractor is non-compliant with the required minimum monthly on-site personnel levels by more than 10% during 60 working days in any one year period.
- iii. The Contractor is non-compliant in their cleaning of an entire building or more than 20% of the area of any one of items 1 to 20 in Table 1 of Annex "A" during 20 consecutive working days.

7.18. Liquidated Damages

- a. The total amount of the liquidated damages must not exceed 10 percent of the Contract price. If the liquidated damages reach or exceed 10 percent of the Contract price the Contractor will be considered in default of contract and will be terminated in accordance with the General Conditions.
- b. Liquidated Damages will be deducted from the Contractor's monthly invoice for the following non-compliance issues:
- c. For each incident when the Contractor's personnel lose keys to CFB Kingston buildings, compounds or equipment for buildings, liquidated damages of a minimum of \$100.00 per key will be deducted for re-keying of locks and replacement of keys. If the liquidated damages exceed \$100.00 per key lost the PA will provide price support to justify the amount of liquidated damages.
- d. The Annual Work must be completed by the dates specified in the Task Authorization. When Annual Work is not completed by the required dates, in addition to not being paid for the Annual Work (until it is completed), an amount not greater than 10% of the total fees due for the Annual Work which was not completed will be deducted from the Monthly Payment as liquidated damages for accelerated wear of the surfaces due to lack of maintenance.

-
- e. When the Contractor hasn't provided the monthly deliverables as stated in the Statement of Work in section 8, in addition to not being paid for the deliverables (because they were not provided), an amount not greater than 20% of the Contractor's fee stated (in item 20 in Table 1 in Annex B) for that monthly deliverable will be applied as liquidated damages for the additional administrative time required by the PA to gather and record the information not provided by the Contractor.
 - i. The fee will be calculated at 20% of the Contractors price, for one month (or 1/12th of the annual cost), as laid down under line item # 20 in annex B table 1
 - f. When the Contractor is non-compliant for janitorial service in the hotel rooms that was authorized using a DND626 Task Authorization form, in addition to not being paid for the Work (because it was not done), liquidated damages may be deducted due to the room(s) being unavailable for rental, which may include but is not limited to: the profit that was not realized, costs of relocating users to another room or hotel; or additional costs (above the original Task Authorization amount) paid for a replacement contractor to perform the Work.
 - g. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
 - h. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
 - i. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.19 Holidays

- a. The following is the list of statutory holiday observed at CFB Kingston.

New Years Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; and Boxing Day.

- b. There will be no cleaning on designated holiday days with the exception of 24 hr / 7 day sectors.
- c. The Contractor must provide full janitorial service on the Ontario Family Day Statutory holiday (3rd Monday in February) at no extra charge as Canada does not observe this day as a holiday.
- d. During leap years, the Contractor must change its schedule to provide janitorial services on February 29 at no extra charge to Canada.

7.20 Transition Plan

a. Contract Start

The Contractor must, within 30 days of Contract award organize the majority of the Work including scheduling, organizing and training. The Contractor will be responsible to initiate schedules and Work assignments, outfit employees with approved uniforms, educate personnel with regards to waste management and recycling procedures, fit up closets and install first aid kits and all other requirements as stated in the Contract. The Contractor will not be paid for these activities as they are required to prepare for performing the Work and do not represent any of the deliverables of the contract.

b. Acceptance of Facilities

The Contractor, within five days of Contract award or being assigned new buildings to clean must inspect and file a report with the PA on any existing defects in the building surfaces to be cleaned by its personnel. Defects that are not reported by the Contractor will be deemed to be caused by the Contractor.

c. Contract Completion

The Contractor is required to coordinate handover of Work with the incoming successful contractor prior to the end of this contract. The contractor must not impede the incoming contractor. This includes but is not limited to the contractor's timely removal of their: equipment, consumables, chemicals, and all other contractor owned assets. The contractor must cooperate with the transfer of existing personnel's security clearances, to the incoming contractor.

The Contractor must leave the premises in the same condition or better than it was when it began cleaning those premises. The PA will conduct a final inspection of and provide a report to the Contractor at the end of the Contract period. This report will identify any deficiencies found by the PA. The Contractor must repair the deficiencies identified within 15 days of issuance of the report.

ANNEX “A”, STATEMENT OF WORK

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Solicitation No. - N° de l'invitation
W6837-184717/A
Client Ref. No. - N° de réf. du client
W6837-184717

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-8-50135

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

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THE REQUIREMENT

- a) This requirement is for the provision of janitorial services for all buildings at CFB Kingston which are listed in the Contract. This all-inclusive requirement includes in addition to the cleaning tasks, project and program management tasks, deliverables and documents to be submitted specifically which are related to the organization of this requirement.
- b) The majority of the requirement is for Routine Work (scheduled janitorial services), Annual Work (scheduled janitorial service) and as operational requirements arise, additional Task Authorization (as-and-when requested) Work. This requirement includes re-lamping as and when requested by the Project Authority (PA).
- c) CFB Kingston is currently undergoing significant amounts of construction of new infrastructure. The Contracting or PA may add a significant amount of new buildings to this janitorial requirement as the buildings become occupied.
- d) Routine Work will be performed on the following buildings:
Fort Frontenac, FF01, FF02, FF03, FF04, FF05, FF06, FF07, FF08, FFF10.
RMC R67, R65, R61, R81, R95
VIMY VA11, VA12, VC55, VB14, VB24
McNAUGHTON ME40
FORT HENRY HEIGHTS HR26, HR60, HR22, HR21

2) PERSONNEL

a) GENERAL

- i) For the term of the Contract, the Contractor must provide all of the qualified personnel required to properly carry out the Work in accordance with the Contract and the site specific regulations. The Contractor is solely responsible for the management of its personnel, which includes supervision of on-site management personnel and completion of all project and program management deliverables.
- ii) The Contractor must have the required minimum number of personnel on site in accordance with the Contract and commensurate with the amount of Work to be done. The Regular Hours of operation are Monday to Friday from 0700 hrs. – 1600 hours local time; however, there is a requirement for varying hours by the Contractor during evenings and weekends.
- iii) The PA will follow the chain of command to talk to or to question any of the Contractor's personnel but the normal point of contact for the day to day operations will be the Contractor's Management Team consisting of the Site Superintendent, Site Operations Manager, Administrative Support Personnel and Supervisors.

b) MINIMUM QUANTITY OF ON-SITE PERSONNEL

- i) The Contractor must provide as a minimum the number of full-time equivalent (FTE) positions for the following on-site personnel:
 - 1. One (1) Site Superintendent;
 - 2. One (1) Site Operations Manager;
 - 3. Three (3) Supervisors;
 - 4. One (1) Administrative Support Person;
 - 5. One (1) Operational Support Personnel;

6. Thirty Two (32) FTE Janitorial Personnel to perform Routine Work specified in this contract based on a minimum number Full Time Equivalents. The minimum number of FTE's required does not include: absences due to vacation, health related or other types, Janitorial Personnel performing Annual Work or Task Authorizations;
- ii) The number of FTEs to perform Routine Cleaning will change according to: the amount of space that is cleaned under "Routine Cleaning" and the frequency of the Routine Work. This will be actioned by a Contract Amendment or a change in the Amendment Log. These changes will be reflected in changes to the annual pricing in Item 1 – 18 of Table 1, located in Annex "B".
- iii) The Contractor must provide on-site management through full-time employees. The on-site management's main responsibility is to supervise. Members of the management team may not be appointed to multiple positions and may not perform any building cleaning or support Work.
- iv) The Contractor must train and provide a minimum of three persons (that are not part of their Janitorial Personnel) to be on-site during regular hours that have mastered the software applications of MS Office.

c) SITE SUPERINTENDENT

- i) The Site Superintendent must have the competence, experience, qualifications and authority required to discharge assigned responsibilities. The person must be proficient in communicating in written and spoken English. They must be able to interact with various levels of occupants of the building, civilians and military personnel.
- ii) The Site Superintendent is responsible for Work performed on all shifts and must be fully aware of the technical requirements of this SOW, and have the most recent version of all documents on site.
- iii) The Site Superintendent is responsible for all building janitorial services activities, such as planning and organizing, program management, quality control and meeting daily with the TA to discuss ongoing compliance with the Contract.
- iv) The Site Superintendent must be proficient in the execution and management of an office environment, use of computers, and the Microsoft office suite. The Site Superintendent must complete and submit reports of janitorial service activities to the TA as required. These reports must be maintained to the standard and format specified by the TA.
- v) The Site Superintendent or approved delegated representative must be present on site during Regular Hours and must notify the TA if they plan to be absent. The Site Superintendent must ensure there is complete supervision of all personnel on all shifts, days, evenings, and weekends.

d) SITE OPERATIONS MANAGER

- i) The Site Operations Manager must be the assistant to the Site Superintendent, be responsible to respond and take necessary actions to rectify PA identified deficiencies and valid client complaints within specified timelines. The person must be proficient in communicating in written and spoken English.

- ii) The Site Operations Manager must monitor the on-site performance of all Supervisors and Operational Support Personnel. The Site Operations Manager is responsible for Annual Work scheduling, coordination, execution of Work, quality control and associated certification inspections with the PA.

e) SUPERVISORS

- i) Supervisors will each be responsible for supervising the cleaning of no more than 20,000 m² of area on CFB Kingston. Supervisors must be appointed and clearly identified in the Personnel List which must also indicate which janitorial personnel they are supervising, and the areas they are responsible for. Supervisors must not be part of the Janitorial Personnel as they must at all times only perform their supervisory duties.
- ii) Supervisors are responsible to direct, control, monitor attendance, quality of Work, productivity, performance and safe working procedures of the Contractor's Janitorial Personnel. The Supervisors must ensure that regular and replacement cleaners, within their areas of responsibility, are fully aware of the frequency of cleaning tasks, locations and techniques to be used.
- iii) Supervisors must be aware of the occupancy level of the building, and be capable of adjusting schedules during busy and quiet times in order to ensure all Work is properly completed. Supervisors must provide frequent contact or follow-up with the building occupant to ensure delivery of cleaning services.
- iv) The Supervisors must arrange access with the DND facility manager for all buildings within their areas of responsibility and provide the Site Superintendent a plan to perform Routine or Annual Work during any Military block leave period (imposed holidays for all non-essential military personnel), summer or winter, 30 days prior to scheduled block leave period.
- v) The Supervisors must visit all designated high profile buildings or facilities under their area of responsibility on a daily basis to ensure Contract compliance.
- vi) The Supervisors must ensure that burnt out lights in their area of responsibility are changed out by their operational support personnel. If ballast repair is required the fixture must be physically flagged and the Supervisor must inform the building representative.

f) JANITORIAL PERSONNEL

- i) Janitorial Personnel must be trained in janitorial methods to an acceptable level of competence, with the knowledge, training and experience commensurate with tasks assigned.
- ii) Janitorial Personnel must sign in and out each time they enter or leave the CFB Kingston using a verifiable attendance system, proximity swipe or other system as approved by the TA.
- iii) Janitorial Personnel must know the areas to be cleaned, cleaning tasks, frequency of tasks, the day and time the tasks are to be completed, the proper cleaning chemicals to be used and cleaning techniques.

- iv) Janitorial Personnel must wear company assigned uniform and Personal Protective Equipment and follow the Contractor's assigned safe working procedures.
- v) Janitorial Personnel must ensure their assigned equipment and cleaning closets are maintained to standards stated in this SOW.
- vi) Janitorial Personnel must not address their concerns or comments relating to the janitorial Work to any of Canada's personnel. Janitorial Personnel must communicate within the Contractor's chain of command who in turn will relay the appropriate information to the TA. The Contractor's Janitorial Personnel must not take instructions from unauthorized Department of National Defence (DND)/Canadian Forces (CF) members.
- vii) Janitorial Personnel must promptly report burnt out light bulbs in their area of responsibility to their Supervisors.
- viii) The Contractor must take into account that for periods during the year, they must ensure all areas are well maintained inside and out for cleanliness certain types of work such as snow removal at main entrances, waste collection bins, stairs, and ramps up to 6 feet of the building. Must be performed promptly, and that there will be changes due to seasonal workloads and the ever-changing operational tempo of this major army base.

g) ADMINISTRATIVE SUPPORT PERSONNEL

- i) Administrative Support Personnel must effectively operate and function within an office environment and manage administrative tasks of the Site Superintendent.
- ii) The Administrative Support Personnel must ensure all electronic and hard copy documentation for the Contract is accurately completed. They must be proficient in communicating in written and spoken English.

h) OPERATIONAL SUPPORT PERSONNEL

- i) Operational Support Personnel perform a variety of non-cleaning tasks which may include but are not limited to:
 - (1) pickup and delivery of goods, re-stocking, inventory tasks;
 - (2) errands, mail runs, vehicle maintenance and repairs;
 - (3) movement of Contractor's personnel on CFB ; and
 - (4) movement and pre-positioning of equipment.
- ii) Operational Support Personnel are not permitted to carry out Routine Janitorial Work.
- iii) The Contractor must ensure attendance, supervision, safe working practices, training for specific tasks and access to controlled areas are established for these personnel.

3) CONTRACTOR RESPONSIBILITIES

a) UNIFORMS

- i) While on-site, all of the Contractor's personnel must wear the Contractor supplied uniforms.
- ii) The Contractor's personnel must wear company photo identification badges as an integral component of their uniform. The uniform and photo identification badges must be provided

by Contractor. The uniform must be consistent for all personnel with the exception of Site Supervisor, Site Operations Manager and Supervisors who must wear a contrasting colour for identification purposes. The uniforms must have the Contractor's company logo on display.

- iii) The uniform must be a properly sized shirt or blouse that fully covers the midriff. The uniforms must be worn properly and consistently. Pants worn with the uniform must be dark in colour, in good repair and worn properly about the waist. Pajama pants, shorts or sweat type pants are not acceptable.
- iv) Footwear must be of an appropriate type, suitable for various work environments and weather conditions. Flip flops, slippers, and sandal style footwear are not permitted. Personal hats, toques, bandanas, hooded sweatshirts and visors are not appropriate and must be removed while working indoors. Contractor supplied hats are the only acceptable headgear that can be worn indoors by the Contractor's personnel.
- v) The Contractor must ensure a high standard of uniform cleanliness, maintained and in good repair.

b) CELLULAR TELEPHONES

- i) The Contractor must ensure the Site Supervisor, Site Operations Manager and Supervisors carry cellular telephones in order to maintain daily communications with their staff and the PA. The Management Team cellular phone numbers must be provided to the PA and updated as required.

c) LOCKOUT / STRIKES

- i) In the event of a strike by the Contractor's personnel or a lockout imposed on those personnel by the Contractor, the Contractor must, with the assistance of its supervisory personnel, provide full services, failing which, Canada reserves the right to terminate the Contract for default and use the contract security to fulfill the Contractor's obligation to complete the Work.
- ii) In the event of a strike by DND personnel or a lockout imposed on those personnel by the DND, the PA may, on giving notice, suspend the activities of the Contract or substantially reduce the scale of the Contract for the duration of the strike by or lockout imposed on DND personnel.

d) EMPLOYER / EMPLOYEE RELATIONSHIPS

- i) The Contractor and its personnel do not form any part of the overall operational make-up or structure of the Garrison and therefore are not part of any individual section or unit. The Contractor's personnel are not permitted to attend and participate in any DND/CF functions such as annual festive gatherings, sporting or entertainment style venues.
- ii) The Contractor's personnel are not permitted to engage in business transactions or other works with DND/CF personnel or operate any form of personal business while they are on Garrison Kingston property.

4) AND MATERIALS

a) GENERAL

- i) All cleaning equipment required to perform the Work in the SOW must be supplied by the Contractor and must be new at the beginning of the Contract Period. All replacement of equipment throughout the Contract Period must be with equivalent or better, new equipment.
- ii) In the event of theft, loss or damage to the equipment, the Contractor must replace it at no cost to Canada.
- iii) The Contractor's equipment must be in a functional safe condition and be appropriate for the Work. The PA reserves the right to require immediate removal of any equipment judged inappropriate or unsafe for use at Garrison Kingston
- iv) The Contractor is not required to provide or maintain on-site toilet paper dispensers, feminine hygiene disposal, paper towel dispensers and waste and recycling receptacles, but is required to supply them with appropriate supplies. DND will be responsible for the capital costs and maintenance of this equipment.

b) MINIMUM EQUIPMENT, CAPABILITIES AND CAPACITIES

- i) The Contractor must use at minimum, the following equipment to perform the Work:
 - 1. Ride on automatic scrubber with a productivity rate in excess of 5,000 m2 per hour capable of completing R 65 field house to a clean dry standard in less than four hours;
 - 2. Walk behind automatic scrubbers with a minimum productivity rate of 1,200 m2 per hour capable of completing drill halls, long open hallways and corridors, to an immediate clean dry standard. This style of machine is required in the following buildings: R65, R61, ME40. It is acceptable to use this style of machine in additional buildings;
 - 3. Carpet cleaning machines/extractors required for cleaning varying types of carpeting, runners, mats, found in large open areas and small offices including a capability for furniture cleaning such as theatre seating and carpeted stairs;
 - 4. Vacuum cleaners equipped with filters with a variety of floor attachments and power heads to clean carpets and mats. Wet vacuum is required for specialized cleaning and Annual Work. Portable vacuum capability is required for theatre seating, bleachers and hard to reach locations;
 - 5. Floor machines with the capability to shine, buff and polish vinyl composite tile (VCT) waxed surfaces and when equipped with a brush able to provide bathroom, ceramic, pool deck and other tiled surface scrubbing;
 - 6. A touch-less bathroom cleaning machine is required at CFB Kingston Building R65 for cleaning hard surfaces and fixtures in all bathrooms, showers and locker rooms during a single shift. The machine must be self-contained and equipped with a hose reel, detergent dispenser, vacuum recovery and low pressure nozzle of less than 500 psi to prevent damage to grouting and caulking;

7. Janitorial cleaning carts for larger CFB Kingston buildings. Carts must have room for waste collection, be equipped with a non-rusting, sturdy, mop and bucket, have the ability to contain and organize all chemicals and cleaning materials;
8. Microfiber cleaning systems and technology. Cloths must be colour coded to the specific task (washrooms, windows) to prevent cross contamination;
9. Window cleaning equipment must include strip washer sleeves, handles and poles, appropriate sized buckets, brass/stainless squeegees and poles, all designed and of commercial quality. Window cleaner, pre-mix or from concentrate, must be non-toxic and biodegradable;
10. Signage of commercial/institutional grade must be used when there are wet floors and caution signs used during re-lamping. The Contractor must use a horizontal sign placed in all bathroom entrances when cleaning bathrooms, which states: "Cleaning in progress, do not enter"; and
11. The Contractor must select a verifiable hand (s), to be used by all employees and Management Team. The Contractor must place and utilize the hand scanner(s) at more than one location to include the main office and one at a central location in CFB Kingston. The hand scanner must contain capabilities to provide attendance data transferred in printed form, daily, to include employee name, employee number, date, time in, time out, daily totals, job shift identifier or schedule and overall totals. The PA will approve the model chosen prior to initial installation and use.

c) POWER REQUIREMENTS

- i) The Contractor must equip all of its electrical equipment with a minimum seven-meter long power cord with sufficient capacity, ground wires and three-prong plugs. The Contractor must ensure that all power cords are in good condition and are not frayed.
- ii) All electrical equipment must be industrial-grade equipment and run on 115-125 V and a maximum of 15 A. Electrical extension cords must be three-wire type including ground wire.

d) PROHIBITED EQUIPMENT, MATERIALS OR PRODUCTS

- i) Machines with combustion engines are prohibited inside any building unless the Contractor has obtained written authorization from the PA.
- ii) Products likely to damage furniture, fixtures, glass or other property must not be used at any time. Abrasive powders must not be used.
- iii) Para dichlorobenzene deodorant blocks must not be used.
- iv) Unless authorized in writing by the PA, products containing acid must not be used.

e) CLEANING SUPPLIES, CONSUMABLES AND CHEMICALS

- i) The Contractor must supply commercial quality sanitary supplies (paper towel, toilet paper and liquid hand soap) compatible with the dispensers already installed or that may be installed by the DND at CFB Kingston.
- ii) The Contractor must provide clear polythene waste bags in all the sizes required.
- iii) The Contractor must provide a complete and accurate list of the cleaning products it intends to use and applicable material safety data sheets (MSDS). The Contractor must also put personalized labels with its company name / logo on all chemical containers used for the duration of the Contract.
- iv) All janitorial maintenance products must be approved by the TA prior to initial use. The TA reserves the right to have cleaning products changed if they deem them unsuitable or ineffective. The TA may also require that certain products be used to carry out specific tasks.
- v) The Contractor must use whatever cleaning materials it considers most appropriate for completing the Work, ensuring all Work requiring the use of alkaline products must be done carefully to ensure that no residue is left on the surfaces after cleaning.
- vi) Liquid products must be in metal or plastic containers for ease of transportation to the place where they are to be used. Absorbent products must be available at all times in order to effectively deal with minor spills in emergency cases.
- vii) The Contractor must use environmentally friendly cleaning products that are EcoLogo® certified. Product substitutions require the PA's prior written authorization. Cleaning products must be scent free.

f) LADDERS

- i) Ladders utilized under the Contract must be Grade 1A CSA approved and of fiberglass construction.

5) CONTRACTOR ASSIGNED AREAS

a) SITE OFFICE

- i) The Contractor must maintain a site office in the space provided at CFB Kingston the Contractor will be provided a building or office trailer, suitable for office space and storage on the garrison for the duration of the Contract. The Contractor and TA will complete an inspection of the site office prior to use to note any deficiencies. Upon completion of this requirement, the Contractor and TA will inspect the site office for damages beyond what would be considered normal wear and tear. Prior to receiving its last payment the Contractor will be responsible for repairing any damage to the site office which is not considered by the TA as wear and tear. If the repairs are not satisfactorily completed by the Contractor by the last day of the Contract, the TA will arrange for the repair of the damage and deduct the cost of the repair from the last payment to the Contractor.
- ii) The Contractor must ensure the site office is properly maintained inside and out for cleanliness, this includes but is not limited to: areas around waste collection bins, stairs,

ramps, snow removal (within six (6) feet of the building) and salting and sanding when necessary.

- iii) The Contractor must supply and maintain all office furniture and equipment in the Contractor's site office. The Contractor must also make provision for and fit up the area with shelving, lockers, desks, file cabinets and anything else it deems necessary to make the space functional at its own expense.
- iv) The Contractor must provide a washer and dryer in its site office for its personnel to launder cleaning equipment.
- v) The TA may, at all times, inspect the areas and equipment assigned to the Contractor. The TA will consider written requests by the Contractor for additional outdoor storage areas, at the Contractor's expense, and in accordance with all fire regulations and siting approval.

b) COMMUNICATIONS AND TELEPHONES

- i) The TA will provide two telephones with different garrison local phone numbers for on-site use for the duration of the Contract.
- ii) The Contractor should maintain a post office box for site mail and is not permitted to use the DND mail system.

c) CLEANING CLOSETS, LOCKERS, STORAGE AREAS

- i) The TA will provide the Contractor with suitable space as available within the buildings for cleaning closets, lockers and storage areas for storing the necessary chemicals, consumables, carts and equipment. In the event a closet is not available, every reasonable attempt to provide an alternate solution such as a locker or storage area will be made. The PA will perform compliance inspections of these spaces without notice.
- ii) The Contractor must fit-up the cleaning closets to facilitate Work.
- iii) In addition to the Technical Standards listed in this Contract, the Contractor must comply with the following conditions for the site office and all cleaning closets:
 - (a) Must have affixed to the interior, an up to date list of cleaning tasks, frequencies, floor plan of numbered spaces;
 - (b) All cleaning products must be labelled with WHMIS and Contractor's label;
 - (c) All chemicals must be stored upright and sealed to prevent spillage;
 - (d) Shelves must not be overloaded past their capacity;
 - (e) All closets must have MSDS for all products stored within;
 - (f) All closets must have emergency contact directions and 911 civic addresses;
 - (g) Equipment must be clean and a high level of housekeeping maintained as defined by the SOW;
 - (h) Doors must be kept locked at all times;
 - (i) Electrical cords must be unplugged; and
 - (j) There must be no stockpiling of garbage, recyclables, cans or bottles.
- iv) The Contractor must maintain acceptable container storage to prevent odours and spillage in the cleaning closets, lockers and storage areas. Containers holding corrosive products

must be placed in a secondary containment container. No accumulation of cleaning materials, cloths, excess chemicals or equipment is permitted.

- v) No personal belongings, equipment, electronics, appliances, furniture or other effects are permitted to be stored or utilized in the cleaning closets, lockers or other storage areas. The sole usage of these spaces is to facilitate daily Routine Work for the building in which it is located.
- vi) Locking of these areas is the responsibility of the Contractor. DND will provide keys for door handle locks as they are on a DND master key system. Cleaning closets that are equipped with hasps will have Contractor supplied locks installed. The Contractor must supply the PA with six copies of the keys that will open all padlocks.

6) JANITORIAL MANAGEMENT STRATEGY (JMS)

a) OVERVIEW

- i) CFB Kingston Janitorial Management Strategy is a dedicated, on-site Management approach, for the oversight of all Janitorial Services. The Contractor must use the various components of the Janitorial Management Strategy (JMS) program to access information from and provide the TA with information on program deliverables.
- ii) DND has established the Baseline data required for use under the JMS at CFB Kingston. The JMS is further defined as the Building Inventory, Sectors, Spaces, Functional Models, and Functional Specifications.
- iii) The Contractor must train its on-site Management and Administrative personnel in the familiarization of the JMS.
- iv) The TA will use the JMS data to perform the calculations used to amend the Contract pricing based on authorized and approved changes to the Work.
- v) The Functional Specifications provide detail for the function or purpose of the spaces (washroom, office, conference room, etc.) and the tasks and frequencies of service required. The PA will modify the frequencies based on requirements.
- vi) In addition to meeting the standard of services as described within the Functional Specifications, the Contractor is responsible for maintaining the premises in a state of cleanliness, which meets the General Cleaning Standards in Section 7 of this SOW. The Contractor must adjust its work plans according to the season and activity level in the building. A reduced cleaning workload should be anticipated during refitting, operational deployments and military block leave periods.
- vii) The spaces entered into the building inventory correspond to the numbered spaces on the floor plans and drawings, as identified and numbered by the TA. A significant issue is that the space numbers on the drawings in this requirement do not match numbers on or above the doors in the sectors. Care must be taken to ensure the proper areas are being cleaned.

b) JANITORIAL MANAGEMENT STRATEGY DEFINITIONS

i) The following Janitorial Management Strategy definitions are applicable to this SOW:

(1) Building Inventory – refers to the overall list of buildings at CFB Kingston and surrounding sites that form the workplaces under this Contract.

(2) Sector – refers to a group of spaces that may consist of an entire building, one level of a building, or a block of spaces within one level of a building.

(3) Space – refers to one area with one function. It could be an area with or without physical walls, usually a room.

(4) Functional Model – refers to the environment; allocation or use of a space.

(5) Functional Specification – states the description of the tasks and assigned frequencies which define the Work required within each Functional Model. Each Functional Model will have its own Functional Specification.

(6) Full Time Equivalent (FTE) – The FTE only calculates tasks in the JMS and does not include travel time between sectors, contractual overhead, holidays, training or other contractor approved time off. The FTE calculation will be generated monthly, communicated to the Contractor and used by the TA to indicate the minimum FTE's required to complete the Work for the next month of the Contract. One FTE is 2000 productive hours per year and 40 productive hours per week.

(7) Frequency – the number of times a task must be completed, as stated in the corresponding Functional Specification. Frequency may be modified from time to time by the PA.

(8) Routine Work - refers to tasks that are routine in nature that are completed daily, weekly, monthly, more or less frequently, as detailed in the Functional Specification.

(9) Periodic Work – refers to tasks that are periodic in nature and may be completed at irregular intervals; monthly or semi-annually as detailed in the Functional Specification.

(10) Annual Work – refers to tasks not routine in nature that are completed once annually under “as and when requested” task authorized work.

(11) Daily – Monday to Friday except for statutory holidays observed by DND.

(12) Weekly – scheduled one day per week, at consistent intervals, between Monday and Friday.

(13) Monthly – scheduled once per calendar month at consistent intervals.

(14) Semi-annual – scheduled once each six months at consistent intervals.

(15) Annual – once per twelve month period. The twelve month cycle will commence on the contract start date and recur every twelve months thereafter.

(16) 7 days per week – service daily including Saturday and Sunday.

(17)Patrol Cleaning – The Contractor may be required to carry out janitorial cleaning services at varying work locations and times, which do not meet the requirements of a Functional Model or Functional Specification.

(18)Reactive Cleaning – The Contractor shall provide a reactive cleaning service, on demand, to address ad hoc, unplanned, emergency and/or routine cleaning requests.

c) ROUTINE WORK INSPECTIONS

- i) The TA will request from time to time, Routine Work inspections with the contractor's management team. Inspections may include random sectors and spaces with various Functional Models. The TA will have the right to note any Contract deficiencies and direct corrective action.

d) PERIODIC & ANNUAL WORK INSPECTIONS

- i) Upon written notification by the Contractor of completion of Periodic or Annual Work, the TA will inspect for certification. The TA may request that the Site Operation Manager and/or the Site Superintendent, attend and verify all works have been performed. The management team are signing to verify they have inspected the work and that all work, in all areas to the specified standards has been completed.

7) CLEANING STANDARDS

a) GENERAL

- i) The following General Cleaning Standards form the basis for compliance to be used by the TA and the Supervisors. These standards apply to all flooring, walls, fixtures, furniture, glass, or any attachments within the spaces. The standards also include all frames, ledges, protective coverings, grills, vents and trim work.
- ii) Upon request from the TA, the Contractor must provide their detailed cleaning procedures for cleaning certain surfaces such as marble, wood paneling, ceramics, carpet, and care of furniture, ornaments and other items.
- iii) General Cleaning Standards:
 - (1) The Contractor's personnel must not move any papers, documents or objects left on desks or other furniture. The Contractor's personnel must not, under any circumstances, open desk drawers, filing cabinets or other pieces of furniture.
 - (2) Push bars, doorknobs, protective plates, balustrades, doors and other metal surfaces must be clean and polished.
 - (3) Displays and display cases must be kept free of dust.
 - (4) Waste and recycling bins must be clean and free of odour and germs.
 - (5) Bathrooms cleaning standards are specified in Section 10 of this SOW.
 - (6) Banisters and other surfaces must be clean and polished.
 - (7) Walls must be free of marks up to 2.6 meters.

(8) Staircase landings, stair steps, stair risers, walls and skirting boards must be clean and free of water and splash marks.

(9) Water fountains, porcelain, metal or enamel surfaces must be clean and disinfected.

(10) Elevator floors, corners, sills, walls, dividers, stainless surfaces and sliding door tracks must be clean.

(11) Doors and frames must be free of smudges and other marks.

(12) Tops of lockers must be free of dust.

(13) All slats on horizontal and vertical blinds must be free of dust on both sides.

(14) Vents and grills and the wall surfaces around exhaust fans, vents and grills must be free of dust.

(15) The intersections between walls and ceilings must be free of spider webs.

b) SPRAY BUFFING

- i) Floors must be swept, washed and free of dust and dirt prior to buffing. Upon completion of buffing the floors must not have any boot or scuff marks, streaks caused by excessive spray buffing and must have a clean even polished appearance. Floors must be swept of excessive dirt and dust resulting from buffing and there must not be any spray splashes on the skirting boards, equipment or furniture.

c) FLOOR STRIPPING

- i) Prepare all areas for work, remove all movable obstacles and furniture as necessary and reposition on completion.
- ii) Care must be taken to protect electronic devices, computers, wiring harnesses, and seepage under other furniture and doors.
- iii) Protect other surfaces from leakage, utilize walk-off mats, and avoid tracking stripping materials on to other areas.
- iv) Use approved stripping solutions in accordance with the manufacturer's directions.
- v) Must use commercial rotary scrubbers and pads.
- vi) Strip all surfaces, wall to wall, including corners edges and entrances.
- vii) All surfaces must be mopped, scrubbed and rinsed with a neutralizer and water solution.
- viii) There must not be any spots or traces of wax left on floor surfaces after stripping. There must not be any stripper, wax or streaks left by the equipment on walls, skirting boards, furniture and other surfaces.

d) APPLICATION OF FLOOR FINISHES

- i) All surfaces will require a minimum of three (3) coats of wax and present an even glossy, slip resistant finish.
- ii) Apply floor finish in accordance with the manufacturer's directions.
- iii) Floors, including corners and areas beneath furniture, must be clean and evenly polished, shiny and free of loose mop strands.
- iv) There must not be any splash marks on walls, skirting boards, furniture or other surfaces.
- v) Furniture and equipment moved during floor refinishing must be repositioned in their original location.

e) CARPET CLEANING

- i) Cleaning of textile floor surfaces (carpets) must be performed using appropriate methods including spot cleaning of trouble areas. After spot cleaning, the Contractor must lift soil using an industrial system, damp brush and shampoo using a low speed single-brush system and an industrial strength detergent. The Contractor must then extract waste water to speed drying.
- ii) During carpet cleaning operations the surfaces must be thoroughly dry before repositioning furniture. In addition, no other furniture or accessories may be placed on this furniture. Upon completion of the carpet cleaning, all items must be repositioned in their original location.

f) GLASS

- i) Entry glass is defined as the doors and partitions, two sides, outside of frame to outside of frame, that make up the entrance to a building. The panels may be glass or combination of other materials; transparent, smoked, frosted or painted. There may be several entry partitions with doors that comprise the entrance as a space. The Contractor must ensure all entry glass and partitions are clean, streak free, free from insects, spider webs, excess left over glues and tape, to the maximum height of 2.6m.
- ii) Partition glass is defined as any interior glass that makes up a portion of a wall in a sector or space and may include glass blocks, mirrors, transparent, smoked or frosted materials. The same standards and requirements for cleaning entry glass also apply to partition glass.
- iii) Exterior glass other than entrances does not form part of this SOW.

g) ENTRANCE MATS

- i) Entrance mats must be cleaned and maintained year round to the same standard as any carpeted surface. The Contractor is not permitted to remove entrance mats at any time unless authorized by the PA. Sweeping of entrance mats is prohibited.

h) BODILY FLUIDS

- i) The Contractor is responsible to clean and disinfect small spills that may contain blood borne pathogens found in certain bodily fluids and may be present in, but not limited to:
 - (1) blood;
 - (2) feces;
 - (3) nasal secretions;
 - (4) sputum;
 - (5) sweat;
 - (6) urine;
 - (7) vomit; and
 - (8) saliva.
- ii) A small spill is defined as a spill that is easily managed with a minimal amount of decontamination equipment, materials and supplies.
- iii) In the event of outbreak or quarantine the Contractor will be advised of the spaces, sectors or buildings to be avoided, not cleaned and any other pertinent direction. The Contractor is not required to provide clean-up and disinfection of designated quarantined areas.

i) MEDICAL FACILITIES

- i) Cleaning of specialized medical, dental or pharmaceutical equipment does not form part of the Contract. However, spaces deemed as medical, dental and pharmaceutical treatment areas are included. The spaces include but are not limited to furniture, walls, surfaces, floors; and sanitary fixtures, sinks, waste containers, desks, lighting, cabinets and containers.
- ii) Waste removal from these spaces is limited to general waste collection only. Under no circumstances is the Contractor to collect, transport or dispose of any medical waste, bio-hazards or sharps.

8) DELIVERABLES

a) GENERAL

- i) The Contractor must maintain the deliverables to the standard and frequency directed by the TA. The intent is for the TA and the Contractor to share critical Janitorial Management Strategy information. This information will be used by the Contractor to facilitate program implementation and by the TA to communicate with building occupants and for Contract enforcement. All deliverables must be completed by end of day on Fridays and more frequent if required by the TA.
- ii) Deliverables required include the following:
 - (1) Personnel List & Security Screening
 - (2) Daily Minutes
 - (3) Labour Hours Summary Sheet
 - (4) Amendment Log
 - (5) Annual Work Schedules
 - (6) Chemicals & Consumables
 - (7) Equipment Inventory & Service Log

- (8) Task Authorized Work
- (9) Quality Control/Quality Assurance

b) PERSONNEL LIST & SECURITY SCREENING

- i) The Contractor must provide and maintain a real time list of its janitorial, operational and management personnel who are assigned to the Work. A separate list is required for the Contractor's janitorial personnel assigned to Task Authorizations or Annual Work. Each personnel list must be completed and updated on a weekly basis then submitted to the TA.
- ii) The Personnel list will be created, modified and the only approved form provided to the Contractor to enable specific columns of data by each employee. The TA will monitor these files for compliance.
- iii) Information contained in the Personnel list must not contravene the *Privacy Act*.
- iv) The information required must include but is not be limited to:
 - (1) employee name, badge number, start date;
 - (2) training requirement(s) and dates completed;
 - (3) security check status, date sent and date received;
 - (4) assigned work site(s);
 - (5) job title;
 - (6) employee's supervisor; and
 - (7) Shift hours in accordance with the applicable pricing basis.
- v) The Contractor must update the employee Security file and record PDF copies of each employee's approved Government of Canada Security Screening Certificate and Briefing Form.

c) DAILY MEETING & MINUTES

- i) The intent of the daily meeting and recording of minutes is to ensure there is a current documented history of Contractor performance and operational issues, reviewed and approved by the TA.
- ii) The Site Superintendent must meet daily with the TA, Monday to Friday, at a consistent and agreed upon time. This will allow the Site Superintendent sufficient time to identify issues and provide corrective actions from the previous day and evening prior to the daily meetings. The minutes of these meetings must be completed and signed by the Contractor at the end of each meeting and a copy provided to the TA.
- iii) The minutes must address a standing agenda and the Contractor must report on a variety of topics such as:
 - (1) key personnel attending the meeting;
 - (2) key supervisory positions vacant that day with replacement(s) names;
 - (3) Janitorial Personnel absences by name including their replacement;
 - (4) affected routes due to absences;
 - (5) scheduled Work for that day including Periodic/Annual Work;
 - (6) a list of Work not completed since the previous meeting and the reason;

- (7) occurrences, accidents, damage with detailed incident report; and
- (8) other administrative or operational issues.

- iv) If the TA is unable to attend the daily meeting the Contractor must complete the minutes and forward to the TA as scheduled.
- v) An approved copy of the Contractor's attendance log from the previous day must also form part of the minutes.

d) LABOUR HOURS SUMMARY SHEET

- i) The intent of the Labour Hours Summary Sheet is to document daily hours for all of the Contractor's management team and janitorial staff on all shifts to include Routine Work; Periodic, Annual and Task Authorized Work.
- ii) The TA will develop and provide a detailed and formatted spreadsheet, containing all required criteria in order to capture 100% of the on-site personnel hours of work.
- iii) The summary sheet will be based on a bi-weekly schedule from the 1st to the 15th of each month, and from the 16th to the end of each month.

e) AMENDMENT LOG

- i) The intent of the Amendment Log is to establish a real-time reference document, for the Contractor and PA to provide tracking of additions, deletions or changes to janitorial services.
- ii) The TA will develop and maintain a master Amendment Log in excel format, to reflect authorized changes to the Building Inventory, Functional Models or Functional Specifications. The Contractor must keep current with the amendment log in order to effectively convey all changes to their Janitorial Personnel; Administrative Support Personnel and Operational Support Personnel. The Contractor must also input their initials and date acknowledgement of each change.

f) ANNUAL WORK SCHEDULES

- i) All Annual Work is "as and when requested" task authorized work.
- ii) The intent of the Annual Work Schedules is for the Contractor to establish a plan to carry out Annual Works that are required in addition to Routine Work.
- iii) The Contractor must maintain a record of scheduled, completed and certified Annual Work for each contract year throughout the life of the Contract.
- iv) The Contractor is responsible to liaise and coordinate access with occupants, for all Annual Work. The majority of Annual Work must be performed after regular hours so as not to disrupt operations; however, pre-approved Annual Work performed during daily regular work hours is permissible. The exception to this involves accommodations facilities where Work cannot be conducted at night and must be scheduled during weekday hours only.

- v) Often events may occur which necessitate modifying the Contractor's Annual Work plan. All plans must be developed by the Contractor and must allow for unforeseen circumstances.
- vi) The Annual Work sheets must be submitted to the TA for review, inspection and approval, within two weeks of completion of the work. Work that is not approved by the TA will be considered incomplete.
- vii) The TA will work with the Contractor to ascertain the starting order of Annual Work in all sectors at the beginning of the Contract so the transition appears seamless to the building occupants.

g) CHEMICALS AND CONSUMABLES

- i) The intent of the Chemicals and Consumables section is to maintain a 100% accurate, up to date and approved, list of chemicals and consumables used on the Contract.
- ii) The TA will develop and provide two electronic folders on a shared drive for the Contractor, which consists of the Master Chemical List and MSDS sheets in PDF format.
- iii) The Master Chemical List must include all approved chemicals, itemized and linked to each corresponding product in the MSDS folder.
- iv) The Chemical List must contain at minimum the following information;
 - (a) item or product name;
 - (b) serial number;
 - (c) storage location;
 - (d) date in service on the Contract; and
 - (e) date out of service if applicable.

h) EQUIPMENT INVENTORY & SERVICE LOG

- i) The intent of the Equipment Inventory & Service Log is to maintain an accurate, up to date list, of equipment and materials used on the Contract.
- ii) The TA will develop and format a template for the Equipment Inventory & Service Log, on a shared drive for the Contractor, which must contain the following information;
 - (a) Name or type of equipment;
 - (b) Manufacturer, model, serial number;
 - (c) Location;
 - (d) Date out of service;
 - (e) Nature of the problem; and
 - (f) Return to service date.

i) TASK AUTHORIZED WORK

- i) On completion of Task Authorized Work, in accordance with directions contained therein and all other terms and conditions of the Contract, the signed forms must be submitted for TA inspection and certification. Task Authorized Work that is not certified by the TA will be considered incomplete.
- ii) Personnel time-sheets are required to support all Task Authorized Work which includes labour. Forms must be signed and dated as completed by the Site Superintendent or their designate.

j) QUALITY CONTROL / QUALITY ASSURANCE

- i) The Contractor must provide their own Quality Control/Quality Assurance to ensure oversight for cleaning tasks and all other requirements of the Contract.
- ii) The TA will conduct QC/QA monitoring of the Contractor's Management Team performance, cleaning standards, security, safety, financial, and all other contractual terms and conditions.

9) HEALTH AND SAFETY

a) SAFETY PLAN

- i) The Contractor must provide a copy of its company Safety Plan to the TA within 30 days after Contract award, and must provide confirmation of its accuracy annually prior to the Contract anniversary date. The Contractor must provide update revisions if they are deemed necessary at more frequent intervals.

b) CF/DND REGULATIONS

- i) DND and the CF are committed to providing a harassment free workplace. Any and all harassment must be reported in writing through the contractor's chain of command, who will in turn inform the TA when it involves Canada's personnel.

c) GENERAL SAFETY

- i) The Contractor must ensure their personnel are fully aware of any hazards that may exist while working on a major operational army base. The Contractor must ensure a safe work environment exists for its personnel and that they are properly trained and apprised of workplace hazards.
- ii) The Contractor is responsible for providing and installing first aid kits for use by its personnel in accordance with the Occupational Health and Safety requirements. The Contractor must not rely on the use of DND first aid kits. In the event of serious accidents, the Contractor is responsible for taking steps to obtain immediate treatment for the injured person(s), regardless of whether they are its personnel or building occupants.
- iii) CFB Kingston has a significant amount of hard surface waxed and buffed floor surfaces. During summer months in dry conditions it is common that fine dust will infiltrate the buildings. It is important the janitorial personnel maintain the floors to ensure waxed and or buffed floors do not become a safety hazard due to a fine layer of dust on a polished surface. A similar principle applies in winter, where wet slush must not be allowed to accumulate making floor surfaces a safety hazard.

- iv) Safety hazard signs such as "wet floor" must be removed once the hazards no longer exist. The Contractor is not permitted to leave hazard signs in place that in themselves create a hazard.

d) OCCUPATIONAL HEALTH AND SAFETY (OH&S) COMPLIANCE

- i) The Contractor must provide OH&S orientation to all of its on-site employees detailing the potential hazards at CFB Kingston and must meet its OH&S obligations to its personnel throughout the term of the Contract.
- ii) The Contractor must immediately inform the TA of all incidents that involve external visits from investigative agencies, which may or may not result in directives or charges to the OH&S obligations to its personnel.

e) CELLULAR TELEPHONES, PORTABLE DIGITAL MUSIC PLAYERS, HAND HELD DEVICES, EAR BUDS

- i) The Contractor's personnel are not permitted to use personal cellular telephones, portable digital music players, listening devices, ear buds or other hand held devices while conducting Work at CFB Kingston.

f) TRAINING & WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

- i) All of the Contractor's personnel must be WHMIS trained prior to performing onsite work.

10) BATHROOMS

a) GENERAL

- i) Bathroom, washrooms, showers, change rooms, sauna and locker rooms are areas that pose the greatest threat to health issues by the sheer nature of their usage. High standards of hygiene must be maintained in these areas through cleaning and disinfecting with a germicidal detergent.
- ii) Service is required which include cleaning surfaces such as walls, floors, partitions, toilets, sinks, sanitary fixtures, dispensers including all contact points within the space. Surfaces are to be cleaned, polished, disinfected and stain free. Mirrors and glass must be clean and polished. Walls, toilet stall partitions, doors and intersections must be free of dirt, foreign debris, overspray, streaks, graffiti and mildew.
- iii) Garbage receptacles including sanitary napkin receptacles must be emptied daily as needed, odour free and replaced with appropriate style and size of bags. Waste must be disposed of in designated areas in accordance with the garrison waste disposal program.
- iv) The Contractor must dust, clean and remove stains and marks on all fixtures and accessories, doors, walls, shelves, ledges, lighting fixtures, ventilation diffusers and dust high-up surfaces. Cleaning and replacement of shower curtains is not part of this requirement.
- v) During the cleaning of washrooms, the Contractor must place commercial signage within the doorway(s) or opening(s), which states: "Cleaning in Progress - Do Not Enter".

b) DISPENSERS & CONSUMABLES

- i) Dispensers must be filled daily and to capacity. The Contractor must supply the required type and quantity of paper towel, toilet paper, soaps and waste disposal bags. The Janitorial Personnel must test the functionality of dispensers during each cleaning and after refilling and the Contractor must advise the PA of equipment requiring repair.

c) BATHROOM LOGS

- i) The Contractor must maintain logs in all bathrooms, regardless of location, where they must record the date and time on which the bathroom Work was completed and there must be a column for the Supervisor to initial upon inspection.

d) MONTHLY SCRUB

- i) All bathroom, shower, change room and locker room floors must receive a monthly scrub utilizing a rotary scrubber. The date of the monthly scrub must be recorded on the bathroom log. The Supervisor must initial the log upon inspection of the completed Monthly Scrub.

e) DISINFECTING

- i) The Contractor must wash and disinfect floors, walls, dividers and sanitary fixtures in Bathrooms. A disinfecting solution must be poured into floor drains monthly to control odours and bacteria.

f) 3 DAY, 5-DAY AND 7-DAY FREQUENCIES

- i) Bathrooms are to be cleaned according to tasks and frequencies for their designated Functional Specification, for either 3 days per week, 5 days per week or 7 days per week.
- ii) Showers and sauna rooms are to be cleaned according to tasks and frequencies for their designated Functional Specification, for either 5 days per week or 7 days per week.
- iii) Change rooms and locker rooms are to be cleaned according to tasks and frequencies for their designated Functional Specification, for either 5 days per week or 7 days per week.

11) NON-ROUTINE TASKS REQUIRING TASK AUTHORIZATION

a) TASK AUTHORIZATION

- i) Task Authorizations will be used for Annual Work, re-lamping and disposal, replacing entrance floor mats, furniture and upholstery cleaning and other Work.

b) RELAMPING AND DISPOSAL

- i) Material supply and re-lamping must be conducted with safe working procedures and equipment as it involves working from heights; proper identification of bulb types, correct installation and regulated disposal methods. The Contractor's re-lamping personnel must be properly trained, with on-site documentation of training, and competent in the process of changing various types of bulbs, arc flash recognition and lock-out procedures.

- ii) The Contractor's Operational Support personnel conducting re-lamping must only change expired bulbs in areas cleaned under this contract, to a ceiling height of no more than 2.6 meters, and within 72 hours of request.
- iii) Disposal of spent lights are the responsibility of the Contractor and are not to be added to the CFB Kingston Waste stream.
- iv) The Operational Support personnel must use a Grade 1A fiberglass ladder.
- v) The Operational Support personnel must be competent to ensure the lights are de-energized and locked out when replacing bulbs. At no time must work take place on live equipment.
- vi) The re-lamping personnel must ensure that the proper bulbs and fluorescent tubes are installed in the fixtures.
- vii) When cleaning light fixtures, the power must be turned off and hands should be dry. Use of metal (e.g., aluminum) stepladders is forbidden. To clean a light fixture, the Contractor must remove the cover/lens, wipe both sides, and brush away visible debris from inside of the fixture. The Contractor's re-lamping personnel must ensure that bulbs and fluorescent tubes are cool before cleaning, and ensure that all parts are dry before turning the power back on.

c) ENTRANCE FLOOR MATS

- (i) Supply and installation of new mats is provided by the building occupants

d) FURNITURE AND UPHOLSTERY CLEANING

- i) The Contractor must provide a furniture and upholstery cleaning service for fixed theatre seating and moveable furniture to include chairs and sofas on an as and when requested basis through Task Authorization(s). Furniture and upholstery cleaning must ensure a thorough deep cleaning of various fabric types and colours to include sides, backs, arm rests and seats. All metal or wooden attached frames in, on or under the seating will be wiped upon completion of the fabric cleaning.

12) ANNUAL WORK

a) SCHEDULES

- i) Annual Work will be approved by the TA using a Task Authorization. The intent is to complete floor refinishing at least once annually. The schedule must be prepared by the Contractor no later than 30 days after Contract award and include all hard flooring surfaces included in the Building Inventory.
- ii) Annual Work consists of the refinishing of various types floor surfaces to include but not limited to VCT, ceramic, quarry tile, painted and unpainted cement, and rubber sports floors.

b) COORDINATION WITH BUILDING OCCUPANTS

- i) The Contractor is responsible to coordinate all Annual Work with building occupants. The Contractor must maintain and record of ongoing correspondence in the event that discrepancies arise.

c) FLOOR REFINISHING

- i) All Work must meet the Standards laid down in the Contract, SOW and Functional Specifications. Refinishing of various types of flooring will be in accordance with the manufacturer's recommendations.
- ii) The Contractor's personnel must move all furniture (including screens, plants and other items) and reposition them upon completion. The Contractor must also take every precaution necessary to prevent rust stains and damage to the floors while moving the furniture.
- iii) Placement of chairs, waste receptacles or other items on desks and tables is strictly prohibited. The Contractor's personnel must not use the office equipment, tables, filing cabinets, or chairs as scaffolding to carry out their Work.
- iv) Floor refinishing consists of scrubbing, floor stripping, waxing and carpet cleaning.

d) QUALITY CONTROL

- i) The Site Superintendent, Site Operations Manager and Supervisors must carry out and evaluate their own quality control program and procedures prior to submittal of completed Task Authorizations. The Contractor's signature represents that they have verified and inspected the Work, and that the Work has been completed to the specified standards.

13) CLEANING OF ACCOMMODATIONS

a) GENERAL

- i) Accommodations are areas that military personnel permanently or temporarily occupy as a dwelling that fall into four classes which include Rooms, Suites, Apartments and Houses.
- ii) Routine cleaning services are required for other spaces located within accommodations buildings that may include offices, common areas, stairwells, elevators, bathrooms, shower rooms and laundry facilities.
- iii) The Contractor must provide experienced personnel to carry out hotel cleaning services seven (7) days per week including statutory holidays, on an as-and-when requested basis.
- iv) DND will supply, launder and exchange all linens as necessary for accommodations Work.
- v) The Contractor must supply all consumables including hand soap(s), toilet paper and paper towels.
- vi) The cleaning of all shower rooms in unit lines must be completed after 0900 daily.
- vii) Work load in accommodations buildings after a weekend may be unusually high as no common area cleaning is provided on weekends.

viii) Annual work in accommodations buildings must be scheduled for completion during the day, after 0900 hours to minimize disruption.

b) LEVEL OF SERVICE

- i) Accommodations cleaning services will be requested in writing and must commence within twenty-four (24) hours of receipt of the Task Authorization.
- ii) Emergency service may be requested at any time due to unforeseen circumstances beyond the control of DND and must commence within two (2) hours of receipt of the request.

c) STANDARD FOR HOTEL CLEANING

d) STANDARD FOR ACCOMODATION CLEANING

- i) The following standards of cleaning apply to any ACCOMMODATION service such as rooms, suites, apartments or houses. AS REQUIRED ONCE OCCUPANTS HAVE CLEARED OUT.
- ii) Bedding: The Contractor must remove and change all bedding (sheets, pillowcase, blankets, comforter) and make the bed. Clean sheets and blankets must be positioned such that no folds are visible. Soiled linens must be returned to DND for laundering whether new bedding is available or not. Contractor will not be required to make a second trip to replace linens.
- iii) Towel Sets: The Contractor must change towels after use. Clean towel sets must be placed on towel racks with no visible folds. Wet towels must be returned to DND for laundering.
- iv) Bathrooms: The Contractor must clean bathrooms in accordance with the tasks identified in the Functional Specification and Standards listed in Section 10 of the SOW.
- v) Dusting: The Contractor must dust, clean and remove stains and marks on all furniture and accessories, doors, walls, shelves, ledges, inside storage spaces, clothes closets, cupboards, light fixtures, and ventilation diffusers and grills.
- vi) Window glass: All glass and mirrors must be cleaned and streak free.
- vii) Kitchenettes in accommodations common areas: The Contractor must clean exterior surfaces of cupboards; counter tops, sinks, appliances and all furniture.
- viii) Kitchenettes in apartments and houses: The Contractor must clean and stack dishes, clean interior and exterior surfaces of all cupboards, counter tops, appliances and furniture.
- ix) Appliances: The Contractor must clean interior and exterior surfaces for refrigerators, stoves, microwaves, washers and dryers, if equipped.
- x) Waste Receptacles: Empty, clean and deodorize waste receptacles and replace bags as necessary.
- xi) Floors: Floor surfaces must be cleaned in accordance with the standards listed in the Functional Specification and the SOW.

14) REVISION OF SCHEDULES

a) SHIFT, WEEKEND WORK, EVENING, OTHER

- i) The majority of all janitorial work must be carried out during the day shift with some exceptions in High Profile Buildings. The daily after hours schedule must commence at 1600 hours and other Work to be performed outside of regular daytime or weekend work must be according to building occupant needs, programs, special events and this SOW. Other Work requested on Task Authorizations such as "reactive cleaning" during a large function will be detailed in the Task Authorization.

b) SEASONAL

- i) During the winter season, from 1 November to 31 March each year, the frequency of tasks for work in Functional Specifications FM 3000-1, and FM 3000-3 will be increased in order to provide daily sweeping and mopping. The Contractor must keep the floors clean and free of salt, dirt and debris. The Contractor will need to adjust its routes to cover the seasonal workload.

c) FLUCTUATION IN OCCUPANCY

- i) The Contractor will not be paid extra for a temporary increase in the workload due to fluctuations in occupancy or retrofit, construction, repairs, except if exceptional situations occur.

d) MILITARY BLOCK LEAVE

- i) During any military block leave period (imposed holidays for all non-essential military personnel) access for many buildings will not be possible as most buildings will be locked with only essential military personnel on duty at CFB Kingston Military block leave periods are excellent opportunities to perform Annual Work during the daytime as the buildings are unoccupied. The Supervisors must arrange access with the facility manager in advance of the block leave period.

e) REDUCED LEVELS OF SERVICE

- i) In the event a reduced level of service is required due to a military stand down (unscheduled holiday) or military block leave, resulting in limited access to facilities on the garrison, the TA will inform the Contractor in writing. A decrease in the FTE requirement may occur. The reduction in the level of service would not release the Contractor from providing services to unaffected operational or duty areas, hospitals, dental, kitchen, security, police, high profile or other designated areas.

15) HIGH PROFILE BUILDINGS

a) IDENTIFICATION

- i) The purpose of this section is to identify building anomalies that may be out of the ordinary and not readily apparent. It also identifies items that have historical merit that may affect the scheduling and performance of cleaning activities. CFB Kingston is an operational Army Base and the Contractor must have the capability to manage significant increases or decreases in service to many of the janitorial requirements. High profile buildings identified in this requirement include:

1. ME40 Base Hospital/ R81 Sauve Medical
2. R65 KMCSC Base Gym R95 Sports dome, R61 Constantine Arena
(Janitorial services during week days, weekends, and evenings)
3. FF03 Lassalle Fort Frontenac Officers Mess

Controlled access buildings and areas include but are not limited to:

4. R67 HMCS Cataroqui
5. VA12 Peace Support Training

- ii) Public access and childcare facilities include

1. HR26 Batoche

b) BUILDING SPECIFIC REQUIREMENTS

i) R65 RMCSC

(1) This fitness complex is the highest profile building on the Royal Military College (RMC) due to its high usage by a large portion of the personnel at CFB Kingston. It operates year round from early in the morning to late in the evening. This building is used by thousands of people per day. Scheduling and completion of all tasks must be given highest priority. Once scheduled, any changes to tasks on any shifts will require prior approval by the TA. Due to the minimal down time daily and annually, there are many competing interests to gain access to areas to complete necessary Work.

(2) This building contains a pool. For safety reasons, a minimum of two of the Contractor's personnel must always work together in the pool area. This provides a safety person in case of an accident.

(3) This building has a very high potential for transmitting communicable diseases due to high usage. Showers, washrooms, and change rooms must receive the highest level of cleaning at the frequencies listed.

(4) This building receives surges in usage on a daily basis due to military physical training (PT). Daily increased volumes by thousands of military personnel during morning PT pose extreme pressure on maintaining a clean facility. The Contractor must refresh all bathrooms and change rooms with an additional mid-day cleaning above the task and frequency stated under the Functional Specifications and outlined in this SOW.

(5) To effectively clean the Field House area within R65, which has an area of approximately 5,334.76 m² the Contractor must provide an auto-scrubber with the capability to complete the entire floor surface to a dry usable surface within four hours. Auto scrubbing must be performed after 21:00 hrs each evening.

ii) Building R65 Recreation Complex, R95 Sports dome, R61 Constantine Arena

(1) These facilities house several different groups or organizations that conduct many programs at varying times throughout a 7 day per week cycle. Most cleaning requirements are to be carried out after Regular Hours and on weekends.

(2) These facilities often and without notice undergo surges in use for military operational reasons beyond the normal high volume of physical training. There are also many family and children's programs at varying times throughout a 7 day per week cycle. These facilities have a very high potential for transmitting communicable diseases due to high usage. Showers, washrooms, change rooms and kitchen preparation areas must receive the highest level of cleaning at the frequencies listed.

iii) These buildings contain high profile areas with visitors of high military and government rank and position, media, corporate and civilian personnel. Due to the type and frequency of the visitors, Work in these areas may require special scheduling efforts by the contractor's supervisors.

1. FF03 Lassalle Fort Frontenac Officers Mess
2. VA12 Peace Support Training

iv) These are controlled access buildings. The Contractor's personnel must show identification and sign in/out. They may be escorted at all times when in the buildings and may be restricted in carrying out some duties within these facilities.

1. R67 HMCS Cataroqui
2. VA12 Peace Support Training

v) HR26 Batoche Child Care Facilities

This building houses child care facilities. This building has a very high potential for transmitting communicable diseases due to the nature of the users. Play areas, floors, washrooms, change rooms and kitchen preparation areas must receive the highest level of cleaning at the frequencies listed.

vi) ME40 Base Hospital/ R81 Sauve Medical

These buildings are medical facilities, they have a very high potential for transmitting communicable diseases due to high usage Exam rooms, dental, physio, mental health must receive the highest level of cleaning at the frequencies listed. Floors, washrooms, change rooms areas must also receive the highest level of cleaning at the frequencies listed.

16) WASTE MANAGEMENT

a) GENERAL

- (i) CFB Kingston uses a simple but effective system of sorting waste products into two streams (solid refuse and recyclable mixed fibres). This system relies on the users depositing the right products in the right waste receptacle indoors. The Contractor's Janitorial Personnel play an integral role in the process, as they are the collectors and transporters of the product from the indoor receptacles to the outdoor dumpsters. The Contractor's personnel must monitor the indoor bins for compliance and report problems up their chain of command who will advise the TA. Within 5 days from the commencement of the Contract Period all Janitorial Personnel must be briefed by the Contractor on the CFB Kingston Waste Management Program.
- (ii) Throughout this SOW there are several references to waste and recycling duties. This includes only waste and recyclables generated that are not hazardous in nature. It does not include biomedical, biohazard, medical sharps, pharmaceutical, or pathological wastes. The Contractor must ensure that its personnel are aware of the types of waste that they should not handle as they will work in areas or in close proximity to areas with these types of waste.
- (iii) The Contractor must provide clear polythene bags to use in all of the sizes and configurations of waste containers in use at CFB Kingston. The Contractor's personnel must replace the clear polyethylene bags in the waste containers as required. All waste products must be taken daily to the central outdoor garbage bins specified by the TA. Outdoor waste collection bins are locked. The Contractor will be issued an adequate quantity and type of keys to access bins as required. Bins must remain locked when not being accessed.
- (iv) The Contractor must not cross-contaminate any waste streams with improper waste disposal by their personnel.

b) RECYCLABLE WASTE

- i) The Contractor must provide clear polythene bags to collect recyclable products at various locations in the buildings and deposit the recyclable waste in the areas specified by the TA. The Contractor's personnel must replace the clear polythene bags in the waste recycling centers as required. Cardboard must be folded and disposed of by the contractor's janitorial personnel in the bins according to the recycling policy instructions in force at CFB Kingston.

c) WASTE NOT IN CONTAINERS

- i) Piles of paper or any other documents that are not inside garbage containers may be removed only if they have "To Be Thrown Out," "Garbage," "Waste," written on them. It is not the Contractor's responsibility to break down cardboard boxes left by occupants of buildings.

17) SECURITY

a) GENERAL

- i) The Contractor must provide a Security Plan to the TA within 15 days of the start of the Contract. The Security Plan must, at a minimum, include provisions for protection of information, protection of assets, key control, communications and computer privileges and oversight processes.
- ii) The Contractor must ensure that its personnel are not given authorization to remove anything out of the building, including found items that do not belong to them. The TA and the Military Police have the right to search the Contractor's office, equipment and storage areas, vehicles and all packages or containers belonging to the Contractor or its personnel. Authorized personnel must not be impeded from carrying out these searches.
- iii) The Contractor and its personnel must abide by all Government of Canada and DND rules and regulations governing workplace security. The Contractor must ensure that its personnel comply with the regulations with respect to confidentiality of building information or any other written or oral information they encounter at CFB Kingston. The Contractor's personnel must only communicate through its Chain of Command and never under any circumstance with an unauthorized DND/CF member, government official or member of the media.
- iv) The Contractor must at all times make the necessary arrangements to ensure that no doors or windows are left unlocked or open while an employee is absent (unless the premises are occupied by building personnel or in special cases as requested by the TA). The Contractor's personnel must not at any time open locked doors or any other access point to persons seeking entry. If necessary, the Contractor must refer these requests to the TA or CFB Duty Officer

b) CONTRACTOR, BASE IDENTIFICATION, UNIT ISSUED PASSES

- i) The Contractor must provide a company issued photo identification to each of their employees. All of the Contractor's personnel must also obtain and carry on their person a DND contractor identification card that is available through the DND military police at no charge. The identifications must be visible at all times while working at CFB Kingston. Under certain circumstances the Contractor may have to obtain special passes to gain access into restricted areas. These passes will be generated, produced and remain the responsibility of the military unit that issued them. All passes and identification items issued by the DND are the property of CFB Kingston and may be revoked at any time.
- ii) Any of the Contractor's personnel not meeting the minimum security requirements at CFB Kingston as stated in this Contract will not be allowed access to CFB Kingston. The Contractor must immediately replace any of their personnel who are denied access to CFB Kingston.

c) RESTRICTED OR CONTROLLED ACCESS

- i) Restricted or controlled access may involve individual spaces, buildings or compounds that are secured by locks, guarded by commissionaire or military personnel, or have electronic style locked doors and gates. Neither the Contractor nor its personnel may enter restricted or controlled access areas unless approved by the TA or those set out in this SOW. The Contractor's personnel must carry out the Work in restricted areas only when

they are accompanied by a person in charge of the building or their delegate. In the event that special security measures are put in place, additional operating procedures and direction will be provided by the TA.

d) COMMUNICATIONS SECURITY

- i) The Contractor and its personnel must not photograph, record, copy or transfer any DND information while at CFB Kingston without authorization from the TA.
- ii) At no time are the Contractor or their personnel authorized to use the telephones, computers, faxes, printers or other devices.
- iii) The contractor's personnel are not authorized to bring into the workplace any personal communication or electronic devices such as cellular phones, cameras, laptops, recording devices, printers, or other hand held devices capable of other means of recording or communication.
- iv) The Contractor must ensure that their personnel adhere to all DND computer security regulations and under no circumstances must the Contractor transfer data from a private computer to the DND computer.

e) KEY CONTROL

- i) The TA will provide the Contractor the necessary keys and access cards to allow the Contractor's personnel to carry out their daily duties. For the most part, keys will be controlled within buildings by building occupants and the Contractor's personnel must sign them out for the purpose of doing the Work. The Contractor's personnel must not under any circumstances, leave the buildings without returning the keys.
- ii) The Contractor must within 15 days of Contract award provide a method for key security and a system for tracking and identification, to be located at the Contractor's on-site office and to be approved by the TA. Key control will consist of a master list of all keys identified, tagged and physically signed for by the Contractor. Key control will start and end each shift with 100% accountability. The TA reserves the right to make inspections of keys as it deems necessary.
- iii) Neither the Contractor nor its personnel are authorized to make duplicates of DND keys, under any circumstances.
- iv) The Contractor must take whatever action is required to protect itself against any loss, theft, or duplication of keys. The Contractor will be held fully responsible for any negligence regarding loss of keys including all subsequent replacement costs for locks, keys, hardware and locksmith labour.

ANNEX "B", BASIS OF PAYMENT

Bidders will provide firm, all-inclusive unit prices in Canadian dollars (exclusive of HST). H.S.T., if applicable, is extra to the price herein and shall be shown on any invoice as a separate item. Customs duties are included.

Pricing Periods:

Year One: 1 February 2019 to 31 January 2020
Year Two (Option): 1 February 2020 to 31 January 2021
Year Three (Option): 1 February 2021 to 31 January 2022
Year Four (Option): 1 February 2022 to 31 January 2023
Year Five (Option): 1 February 2023 to 31 January 2024

Table 1, Routine Cleaning Service

Unit prices in Table 1, Items 1-12, are costs for Routine Janitorial Services specified in the associated Functional Models for all areas included in the building inventory, completed to the standards and frequencies as specified in the Contract and Statement of Work (SOW). Unit prices for items 1 – 13 must include but are not limited to: overhead, profit, chemicals, equipment, direct and indirect labour. These firm unit prices will be used to calculate changes, additions and deletions to the areas cleaned. Routine Janitorial Services pricing for items 1 to 12 must not include all of the Contractor's on-site Management Team as they are specified in items 13 to 16. Items 13 to 18 must include but are not limited to: overhead, profit, offices supplies and equipment, direct and indirect labour.

Unit prices in Table 1, Item 16, is an annual all-inclusive lot price for sanitary supplies and consumables in accordance with the Contract and SOW, based on an estimated occupancy level of 1,500 personnel at CFB Kingston

Item	Description and Functional Model	Annual Usage	Unit Price/ M² Year 1	Unit Price/ M² Year 2	Unit Price/ M² Year 3	Unit Price/ M² Year 4	Unit Price/ M² Year 5
1	FM-1000-1 Bath/shower	1,238 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year
2	FM-1000-2 Bath/shower	677 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year
3	FM-1000-3 Bathroom patrol	293 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year
4	FM-1000-5 Shower/ sauna/ pool deck	1,374.03 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year
5	FM-1000-7 Change room/locker room/bleacher/washrooms	1,223.79 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year
6	FM-2000-1 Administrative areas	7,971.63 m²	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year	\$ ____ / m²/year

Item	Description and Functional Model	Annual Usage	Unit Price/ M ² Year 1	Unit Price/ M ² Year 2	Unit Price/ M ² Year 3	Unit Price/ M ² Year 4	Unit Price/ M ² Year 5
7	FM-2000-2 Classrooms	2,519.4 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
8	FM-3000-2 Entrances, Stairways, Hallways and Elevators	5,157 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
9	FM-4000-2 Gymnasium	13,092.90 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
10	FM-5000-1 Child care/Teen care Kitchens/ Laundry	830.10 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
11	FM-6000-1 Medical facility Examination / treatment/ medical prep Waiting room/ lounges	5,117.13 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
12	FM-7000-1 Chapels, theatres, auditoriums	1,957.81 m ²	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year	\$ ____/ m ² /year
13	Site Superintendent	____ hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour
14	Site Operations Manager	____ hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour
15	Administrative Support Personnel	____ hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour
16	Operational Support Personnel	____ hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ ____/hour
17	Sanitary supplies and consumables to be provided in accordance with SOW	1500 people	\$ ____/year	\$ ____/year	\$ ____/year	\$ ____/year	\$ ____/year
18	Deliverables to be provided per month, in accordance with SOW section 8	Per year	\$ ____/year	\$ ____/year	\$ ____/year	\$ ____/year	\$ ____/year

PRICING BASIS “B”, TASK AUTHORIZED WORK

All labour charges for Task Authorized work must be verified by a time log signed by the Contractor and approved by the TA.

Unit prices in Table 2 for Annual Work are all-inclusive prices to carry out **annual** refinishing of various types of floor surfaces in accordance with the Statement of Work in Annex “A” Section 12, and to the standards listed in Section 7.

All prices must include the required overhead, supervision, labour, material, equipment, chemicals and supplies. Areas calculated by flooring type in the building inventory must be scheduled and completed on an annual basis.

Unit prices in Table 2 will be used for all other “as and when” requested floor and surface refinishing that may be required.

Table 2: Annual Work

Item	Type of Surface	Estimated Usage (Area in m²)	Unit of Issue	Unit Prices Year 1	Unit Prices Year 2	Unit Prices Year 3	Unit Prices Year 4	Unit Prices Year 5
1	Vinyl Composite Tile and Similar surfaces	8,806.30 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
2	Carpeted surfaces	3,551.43 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
3	Ceramic/Quarry/Stone and similar surfaces	5,628.32 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
4	Painted cement/Epoxy coated	3,323.95 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
5	Rubber/Bubble/Sports Floors	2,873.53 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
6	Hardwood floors	3,861.11 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
7	Laminate wood/Parquet Floors	901.55 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
8	Battleship Linoleum	2,323.35 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
9	Astro Turf	5,334.76 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²
10	Recycled Vinyl carpet floating Flooring	2,665.09 m2	m2	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²	\$ _____ / m²

Table 3: Accommodations, Additional Janitorial Services and Materials

Unit prices in Table 3, Item #1, must be all inclusive for cleaning each type of room, suite, apartment or house, regardless of floor surface and include direct and indirect labour, material, equipment, chemicals and supplies.

Unit prices in Table 3, Item #2, for Additional Janitorial Services must be all inclusive for each type of service requested, in accordance with the standards in the SOW including direct and indirect labour, material, equipment, chemicals and supplies

Unit pricing in Table 3, Item #3, for additional materials are calculated by using the Contractors laid down cost(s) plus a percentage mark-up. Item #3 must not be combined with the unit pricing for any items listed in Items #1 or #2.

All Task Authorized work must include supervision

ITEM	DESCRIPTION	UNIT OF ISSUE	Annual Estimated Usage	Firm Unit Prices Year 1	Firm Unit Prices Year 2	Firm Unit Prices Year 3	Firm Unit Prices Year 4	Firm Unit Prices Year 5
1	Accommodations/Hotel cleaning services in accordance with the Statement of Work							
a	FM-9000-1 Student rooms	Per cleaning	100	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning
b	FM-9000-2 Suites	Per cleaning	160	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning	\$ _____ per cleaning
2	Additional Janitorial Services							
a	Shampoo and clean furniture	Hour	200	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
b	Labour to install light bulbs during regular working hours (Monday to Friday 0730-1630).	Hour	500	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
c	Scheduled additional Janitorial Labour outside of regular working hours including weekends and statutory holidays.	Hour	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
d	Unscheduled additional Janitorial labour during regular working hours when a one (1) hour response is required.	Hour	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
3	Additional Materials							
a	Materials at Contractor's laid down cost plus percentage mark-up.	percent	\$20,000	_____ %	_____ %	_____ %	_____ %	_____ %

Table 4 - One-time costs

These fees will be paid upon receipt of the Contract Financial Security or Deliverables.
There will be no escalation of these fees.

Item	Description	Unit of Issue	Cost
1	Cost of Financial Security for Year One	Lot Price	\$ _____
2	Cost of Financial Security for Year Two	Lot Price	\$ _____
3	Cost of Financial Security for Year Three	Lot Price	\$ _____
4	Cost of Financial Security for Year Four	Lot Price	\$ _____
5	Cost of Financial Security for Year Five	Lot Price	\$ _____
6	Deliverables to be provided within 30 days of Contract award, in accordance with SOW para 8	Lot Price	\$ _____

ANNEX "C", INSURANCE REQUIREMENTS

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.

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 endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
 - (f) OPCF/SEF/QEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.

Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - (a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$5,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - (b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$5,000.00
2. The Comprehensive Crime insurance must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (b) Loss Payee: Canada as its interest may appear or as it may direct.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W6837-2018-4717

Security Classification / Classification de sécurité

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction RPOPS Det Kingston	
3 a) Subcontract Number / Numéro du contrat de sous-traitance		3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide Cleaning Services for Base Facilities including buildings with a Security clearance of "Secret" at CFB Kingston, RMC, Fort Frontenac, Kingston Armouries, and Brockville Armouries.			
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6 b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7 b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to / Limité à Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>		Restricted to / Limité à Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>	
Restricted to / Limité à Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>		Restricted to / Limité à Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>	
7 c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

If Yes, indicate the level of sensitivity.

Dans l'affirmative, indiquer le niveau de sensibilité

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel

Document Number / Numéro du document

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCES AUX EMPLACEMENTS | | | |

Special comments

Commentaires spéciaux Unscreened personnel may only access Public & Reception Zones *AT*

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No / Non ☒ Yes / Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No / Non ☐ Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	NATO TOP SECRET / NATO TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information Assets / Renseignements / Informations / Données / Production																
Media / Support / Liens / Liens électroniques																

- 12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

- 12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
W6837-2018-4717


Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Landry Maj AJ@RPOU (O)@Kingston	Title - Titre OC RPOPS Det Kingston	Signature 	Date 24 Sep 18
Telephone No. - N° de téléphone 613-541-5010 ext. 5280	Facsimile No. - N° de télécopieur 613-541-4495	E-mail address - Adresse courriel Alexandre.Landry@forces.gc.ca	

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Sasa Medjovic - DBBO - Industrial Security Senior Security Analyst	Title - Titre Senior Security Analyst	Signature 	Date 2018-Oct-09
Telephone No. - N° de téléphone Tel: 613-996-0286	Facsimile No. - N° de télécopieur Tel: 613-996-0286	E-mail address - Adresse courriel E-mail: sasa.medjovic@forces.gc.ca	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No / Non ☒ Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

17. Contracting Security Authority / Autorité contractante en matière de sécurité

David Vrooman Contract Security Officer, Contract Security Division david.vrooman@tpsgc-pwgsc.gc.ca Tel/Tél 613-957-1261 / Fax/Télec 613-954-4171	Title - Titre	Signature	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

ANNEX "F", COST AND LABOUR ITEMIZATION

This table is the Contractor's itemization of the cost and labour for all routine Work in accordance with Annex "A" and the Basis of Payment Table 1 of Annex "B".

To be compliant with the Contract the Contractor must consistently provide the minimum labour stated in the Description in this table. The Project Authority will revise the minimum labour values in accordance with changes to the frequency and/or area to be cleaned as Routine Janitorial Services. All changes to this table will be provided through a Contract Amendment.

The Firm Unit Rate Per/Hr, for each position identified under Routine Janitorial Services Labour, must include the Contractor's overhead, labour, administration, profit and all other associated costs in accordance with the Contract and specification. Canada reserves the right to validate each of the firm unit rates and seek supporting documentation from the Contractor.

ITEM	DESCRIPTION	UNIT OF ISSUE	YEARLY USAGE (Hours)	FIRM UNIT RATE PER HR FOR YEAR 1	EXTENDED YEARLY PRICE
1	Routine Janitorial Services Labour				
a	Site Superintendent (minimum 1 X 2000 hrs/yr = 2000 hrs/yr)	Hours	_____ hrs.	\$ _____/hr	\$ _____
b	Site Operations Manager (minimum 1 X 2000 hrs/yr = 2000 hrs/yr)	Hours	_____ hrs.	\$ _____/hr	\$ _____
c	Supervisors (minimum 3 X 2000 hrs/yr = 6,000 hrs/yr)	Hours	_____ hrs.	\$ _____/hr	\$ _____
d	Administrative Support Personnel (minimum 1 X 2000 hrs/yr = 2000 hrs/yr)	Hours	_____ hrs.	\$ _____/hr	\$ _____
e	Operational Support Personnel (minimum 1 X 2000 hrs/yr = 2000 hrs/yr)	Hours	_____ hrs.	\$ _____/hr	\$ _____
f	Janitorial Personnel (minimum 32 FTE X 2000 hrs/yr = 64,000 hrs/yr.)	Hours	_____ hrs.	\$ _____/hr	\$ _____

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ANNEX "G", BIDDER'S STATEMENT OF JANITORIAL EXPERIENCE

Form Completion Instructions

Bidders must supply the following information or their bid will be considered non-compliant:

Bidder Information:

Bidding Company Name: State the current legal corporate name _____

References Information:

Company Name of Reference: State the Reference's full company name,

Contract #: State the complete contract number applicable to the reference.

Start and Finish Date: Supply the start date and the finish date of the reference contract.

Contract Location: State where the Work for the reference contract was completed.

Contract Description: Describe the types of Work that were completed under this contract.

Average Floor Area Cleaned (square meters) per day: Provide the daily average floor area in square meters that was cleaned a minimum of 5 days per week under each contract. As a minimum both references must add up to 40,000 square meters of floor space cleaned per day.

Contact Name: Provide a contact name for someone who works for the reference contract company who can be contacted between 8:00 a.m. and 4:00 p.m. local time, Monday to Friday to provide a reference for your company.

Contact phone number: Provide a phone number for the Contact Name including the area code.

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Company Name of Reference #1: _____

Contract #: _____

Start Date: _____ Finish Date: _____

Contract Location: _____

Contract Description: _____

Average Floor Area Cleaned square meters per day, for 5 days per week during entire contract:

Contact Name: _____

Contact Phone Number: _____

Company Name of Reference #2: _____

Contract #: _____

Start Date: _____ Finish Date: _____

Contract Location: _____

Contract Description: _____

Average Floor Area Cleaned square meters per day, for 5 days per week during entire contract:

Contact Name: _____

Contact Phone Number: _____

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ANNEX “H”, to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by 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)

ANNEX "I", to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX “J”, ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at **Supplier Registration Information**. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.