



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client W6837-18-4717	Date 2018-12-06
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:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Bidders' Questions and Responses from Canada

Question #6: Follow up and clarification from Amendment 2 Question 2

Please clarify the response #2. Both the subject procurement and subsequent contract will be governed by the laws in force in Ontario as outlined in 2.5 Applicable Laws of the bid document

"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."

Under the Employment Standards Act of Ontario;

"Termination and severance pay

(2) The new provider shall comply with Part XV (Termination and Severance of Employment) with respect to every employee of the replaced provider who is engaged in providing services at the premises and whom the new provider does not employ as if the new provider had terminated and severed the employee's employment. 2000, c. 41, s. 75 (2)."

Based on the two provisions above, if Canada chose to cancel or not renew the contract, they would become the new service provider and therefore be responsible for all termination and severance for the existing employees. Please confirm?

Response #6: Canada would not be considered the provider and would not provide any severance to the effected Contract Janitorial Personnel. This occurred at CFB Borden and DND did not pay severance to the Contract Janitorial Personnel that were laid off nor did DND hire them to be civilian workers at CFB Borden.

Question #7: Based on the response to Amendment 2 Question 2 and the unusual contract term of one year plus four one year extensions, is PWGSC aware if Canada/DND intends to eventually provide cleaning services directly with their own staff during the base or extension periods of this contract?

Response #7: There is a possibility that the Department of National Defence will not exercise the option to extend the Janitorial Contract and will use their own personnel to perform the janitorial service.

Question #8: The subject procurement requires an additional 7 FTE (21%) over the current contract. Historically it has been a difficult and lengthy process (2-3 months) to security clear new employees. Will PWGSC be enforcing the default of contract clauses described on page 34 - 7.17.4, in the event that security clearances are delayed for greater than 20 working days?

Response #8: If the Contractor cannot provide sufficient janitorial personnel in the initial 3 months of the Contract due to delays in processing personnel security clearances Canada will not declare the Contractor in default of contract. Canada will deduct the fees for the reduced amount of personnel from the Contractor's invoices until they provide the required amount of janitorial personnel.