



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 LaurierSt./ 11, rue Laurier  
Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Maint. Services for grass cutting	
<b>Solicitation No. - N° de l'invitation</b> W3713-20KN42/B	<b>Date</b> 2020-06-01
<b>Client Reference No. - N° de référence du client</b> HAVKN42	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-319-78779	
<b>File No. - N° de dossier</b> fk319.W3713-20KN42	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-06-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bellefeuille, Stephanie	<b>Buyer Id - Id de l'acheteur</b> fk319
<b>Telephone No. - N° de téléphone</b> (613) 293-6032 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFHA HSC Kingston Lundy's Lane, P.O.BOX 17000 Stn Forces 613541-5010 ext 5593 KINGSTON Ontario K7K7B4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Infrastructure Maintenance and Solution Services Division  
(FK)

L'Esplanade Laurier,  
East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

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

Solicitation No. - N° de l'invitation  
W3713-20KN42/B  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
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W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

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This bid solicitation cancels and supersedes previous bid solicitation number W3713-20KN42/A dated 2020-02-14 with a closing of 2020-04-08 at 2:00 pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF BIDS.....	7
2.3 FORMER PUBLIC SERVANT.....	7
2.4 ENQUIRIES - BID SOLICITATION.....	9
2.5 APPLICABLE LAWS.....	9
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>10</b>
3.1 BID PREPARATION INSTRUCTIONS .....	10
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>13</b>
4.1 EVALUATION PROCEDURES.....	13
4.2 BASIS OF SELECTION.....	17
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>23</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	23
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	23
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>25</b>
6.1 FINANCIAL CAPABILITY .....	25
6.2 SECURITY REQUIREMENT.....	25
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>26</b>
7.1 STATEMENT OF WORK.....	26
7.2 STANDARD CLAUSES AND CONDITIONS.....	26
7.3 SECURITY REQUIREMENTS .....	26
7.4 TERM OF CONTRACT .....	26
7.5 AUTHORITIES .....	27
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	28
7.7 PAYMENT .....	28
7.8 INVOICING INSTRUCTIONS - MAINTENANCE SERVICES .....	29
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	29
7.10 APPLICABLE LAWS.....	29
7.11 PRIORITY OF DOCUMENTS .....	29
7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	30
7.13 INSURANCE REQUIREMENTS .....	30
<b>ANNEX “A” .....</b>	<b>35</b>
STATEMENT OF WORK .....	35
<b>ANNEX “B” .....</b>	<b>46</b>
BASIS OF PAYMENT .....	46
<b>ANNEX “C” .....</b>	<b>47</b>

Solicitation No. - N° de l'invitation  
W3713-20KN42/B  
Client Ref. No. - N° de réf. du client  
HAVKN42

Amd. No. - N° de la modif.  
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W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

---

ELECTRONIC PAYMENT INSTRUMENTS .....47

## **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, the Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1 To provide ongoing maintenance of the apartment blocks common areas, including grass cutting, snow and ice removal and control, cleaning, curbside recycling of flyers, etc. from common areas, garbage/waste/debris collection, removal and disposal off site, including all necessary tools, services, materials, travel and labour on equipment in accordance with the Statement of Work attached herein as Annex A. This requirement is for Public Services and Procurement Canada (PSPC) located at Canadian Forces Housing Agency HSC Kingston.

The period of any resulting Contract will be for a period of **two (2) years** plus two (2) additional 1 year optional periods.

- 1.2.2 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- 1.2.3 The Phased Bid Compliance Process applies to this requirement

### **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.

Solicitation No. - N° de l'invitation  
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## 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](#) (2020-05-28) 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: 180 days

Section 18 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: In its entirety  
Insert:

#### Section 18 (2012-03-02) Conflict of interest—unfair advantage

1. A. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject an bid in the following circumstances:
  - a. if the bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.
  - c. if:
    - (i) An employee of the Department of National Defence or a member of the Canadian Forces is the Bidder;
    - (ii) The Bidder is a partnership and at least one partner is an employee of the Department of National Defence or a member of the Canadian Forces;
    - (iii) The Bidder is a corporation (other than a corporation publically traded on a recognized stock exchange) part of the Bidder as and at least one shareholder is an employee of the Department of National Defence or a member of the Canadian Forces; or
    - (iv) The Bidder is a joint venture and at least one member of the joint venture is:
      1. An employee of the Department of National Defence or a member of the Canadian Forces;
      2. A partnership and at least one partner is an employee of the Department of National Defence or a member of the Canadian Forces; or

3. A corporation (other than a corporation publically traded on a recognized stock exchange) and at least one shareholder is an employee of the Department of National Defence or a member of the Canadian Forces; and  
such employee or member, as the case may be, is determined by Canada to have failed to meet the requirements of the [Code of Conduct for Procurement](#) and/or [DAOD 7021-1, Conflict of Interest](#) because of being the Bidder or part of the Bidder as outline above.
  - B. If any of the situations described in subsection 1(c)(i), (ii), (iii) or (iv) are applicable to the Bidder, the Bidder shall provide Canada with written notice of the same, together with the name and address of such employee/member, in their submission.
2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

## 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 seven (7) 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

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

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy),  
Section IV: Additional Information (1 hard copy),

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Bid**

3.1.1 Bidders must submit their financial bid in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex “C” 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.

### **Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 3, Former Public Servant, of the Request for Proposal: the required answer to each question; and, if the answer is yes, the required information;

**ATTACHMENT 1 TO PART 3  
PRICING SCHEDULE**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Canadian funds. The total amount of Applicable Taxes are excluded.

The following requirement must be strictly adhered to. Failure to do so will render the bidders' proposal as non-responsive.

It is mandatory that bidders submit firm prices/rates for the two (2) year period and the two (2) option year of the Contract for all items listed hereafter.

**Pricing Schedule 1 - Firm Price**

**Submit** a firm all-inclusive prices including all necessary tools, equipment and services, consumable materials, labour for all inspections, travel, cleaning, maintenance services as detailed in Annex A, Statement of Work attached herein as Annex A.

**CONTRACT PERIOD**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		14	
Snow & Ice Removal Services 01 November – 31 March		10	
Common Areas Cleaning (includes daily, weekly, monthly)		24	
<b>TOTAL (A)</b>			

**OPTION PERIOD 1**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		7	
Snow & Ice Removal Services 01 November – 31 March		5	
Common Areas Cleaning (includes daily, weekly, monthly)		12	
<b>TOTAL – Option 1 Period (B)</b>			

**OPTION PERIOD 2**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		7	
Snow & Ice Removal Services 01 November – 31 March		5	
Common Areas Cleaning (includes daily, weekly, monthly)		12	
<b>TOTAL – Option 2 Period (C)</b>			

**EVALUATED PRICE (A+B+C) = \$ \_\_\_\_\_**

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.  
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

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## **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.
- (c) Canada will use the Phased Bid Compliance Process described below

#### **4.1.1 Phased Bid Compliance Process**

##### 4.1.1.1 (2018-07-19) 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 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation

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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

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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.

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- (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 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

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

##### **4.1.2.2 Joint Venture Experience**

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O),

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the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.  
Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.  
  
Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- o Contracts all signed by A;
  - o Contracts all signed by B; or
  - o Contracts all signed by A and B in joint venture, or
  - o Contracts signed by A and contracts signed by A and B in joint venture, or
  - o Contracts signed by B and contracts signed by A and B in joint venture.
- that show in total 100 billable days.
- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.1.3 Reference Checks

Reference checks for the purpose of this technical evaluation may be used to verify and validate the bidder's response. In the event of contradiction between the information provided by the reference and the one provided by the bidder, the information provided by the reference will be retained for evaluation purposes. If the information provided by the Bidder cannot be verified or validated, the information will not be evaluated and the bid will receive a NOT MET for the criteria in question. Crown references will also be accepted.

#### 4.2 Basis of selection

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

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## ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

### Mandatory Technical Criteria

1. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
2. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

### Mandatory Technical Criteria #1 Organizational Experience In The Related Field

#### Mandatory Requirement

The Bidder must demonstrate organizational experience acquired in managing comparable contracts for **a minimum of 18 months**. To demonstrate experience the Bidder must provide example(s) of such contract(s). Contract(s) must be of comparable **duration\*** and **scope\*\***. A minimum of 1 and a maximum of 5 contracts will be considered for evaluation. In excess of five contracts, the first five contracts will be evaluated.

\* **Duration.** Each contract must be of a minimum duration of 4 months and carried out within the last 10 years. If a contract is ongoing, only actual completed duration up to the solicitation closing date will be considered.

\*\***Comparable scope.** Each contract must demonstrate the Bidder's organizational experience in the management of **a minimum of two trades** as listed in the table below (ow 1.3), and where at least one trade must be in either: (1) Cleaning, and/or; (2) Snow and Ice Removal Services, and/or; (3) Grass and Grounds Maintenance Services. Experience in the delivery of services through the management of a sub-contractor, is an acceptable demonstration of said management experience.

Method of Compliance: The Bidder must provide a response by completing the table below. For each Contract listed, the Bidder must complete all fields in the respective column. The Bidder must provide a minimum of one (1) and a maximum of five (5) contract examples to demonstrate how they meet the minimum 18-months of experience. Only contracts that meet the definition of **duration** and **comparable scope** will be eligible for evaluation

Pass/Fail Criteria: To be responsive the total cumulative duration of all eligible contracts must amount to a minimum of 18 months.

DESCRIPTION		Contract #1	Contract #2 (as applicable)	Contract #3 (as applicable)	Contract #4 (as applicable)	Contract #5 (as applicable)
1.1	<b>A.</b> Contract Title/Number/Reference	Title: _____ _____ _____	Title: _____ _____ _____	Title: _____ _____ _____	Title: _____ _____ _____	Title: _____ _____ _____
	<b>B.</b> Client Name and Contact Information  Client name and contact information may be used to verify the contract information provided and/or solicit references.  Bidder is to ensure that the client contact is informed of the potential for reference check.	Client Name: _____ _____  Contact e-mail: _____ _____  Contact telephone: _____ _____				
	<b>C.</b> Description of the services provided					

<p>1.2</p>	<p><b>Contract Duration:</b></p> <p>The total cumulative duration of all contracts must amount to a minimum of 18 months.</p> <p>A minimum of 1 contract will be considered if its total duration was 18 months or longer.</p> <p>All contracts must be of the duration of no less than 4 months. Contracts with duration of less than 4 months will not be considered in the total evaluation.</p> <p>All contracts must be carried out within the last ten years, between 2010 and solicitation closing date..</p>	<p>Start Date (month and year):</p> <p>_____</p> <p>_____</p> <p>End Date (month and year):</p> <p>_____</p> <p>_____</p> <p>Duration (number of months):</p> <p>_____</p> <p>_____</p>	<p>Start Date (month and year):</p> <p>_____</p> <p>_____</p> <p>End Date (month and year):</p> <p>_____</p> <p>_____</p> <p>Duration (number of months):</p> <p>_____</p> <p>_____</p>	<p>Start Date (month and year):</p> <p>_____</p> <p>_____</p> <p>End Date (month and year):</p> <p>_____</p> <p>_____</p> <p>Duration (number of months):</p> <p>_____</p> <p>_____</p>	<p>Start Date (month and year):</p> <p>_____</p> <p>_____</p> <p>End Date (month and year):</p> <p>_____</p> <p>_____</p> <p>Duration (number of months):</p> <p>_____</p> <p>_____</p>	<p>Start Date (month and year):</p> <p>_____</p> <p>_____</p> <p>End Date (month and year):</p> <p>_____</p> <p>_____</p> <p>Duration (number of months):</p> <p>_____</p> <p>_____</p>
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<p>1.3</p>	<p><b>Scope:</b>  Trades facilitated in performance of work</p> <p>Only contracts where the Bidder managed the delivery of services in a minimum of 2 trades will be considered. Please note that at least one of the trades managed should be in either Cleaning OR Snow and Ice Removal OR Grass and Grounds Maintenance Services.</p>	<p>Select trades that were facilitated as part of this contract:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Cleaning Services</b></li> <li><input type="checkbox"/> <b>Snow &amp; Ice Removal Services</b></li> <li><input type="checkbox"/> <b>Grass and Grounds Maintenance Services</b></li> <li><input type="checkbox"/> Concrete and Foundation (CF)</li> <li><input type="checkbox"/> Asphalt (AS)</li> <li><input type="checkbox"/> Masonry (MA)</li> <li><input type="checkbox"/> Carpentry (CP)</li> <li><input type="checkbox"/> Roofing (RF)</li> <li><input type="checkbox"/> Hardwood Flooring (HF)</li> <li><input type="checkbox"/> Painting (PT)</li> <li><input type="checkbox"/> Resilient Tile, Sheet Flooring &amp; Carpet (VC)</li> <li><input type="checkbox"/> Hazardous Materials Abatement (HZ)</li> <li><input type="checkbox"/> Heating and Air Conditioning (HA)</li> <li><input type="checkbox"/> Plumbing (PL)</li> </ul>	<p>Select trades that were facilitated as part of this contract:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Cleaning Services</b></li> <li><input type="checkbox"/> <b>Snow &amp; Ice Removal Services</b></li> <li><input type="checkbox"/> <b>Grass and Grounds Maintenance Services</b></li> <li><input type="checkbox"/> Concrete and Foundation (CF)</li> <li><input type="checkbox"/> Asphalt (AS)</li> <li><input type="checkbox"/> Masonry (MA)</li> <li><input type="checkbox"/> Carpentry (CP)</li> <li><input type="checkbox"/> Roofing (RF)</li> <li><input type="checkbox"/> Hardwood Flooring (HF)</li> <li><input type="checkbox"/> Painting (PT)</li> <li><input type="checkbox"/> Resilient Tile, Sheet Flooring &amp; Carpet (VC)</li> <li><input type="checkbox"/> Hazardous Materials Abatement (HZ)</li> <li><input type="checkbox"/> Heating and Air Conditioning (HA)</li> <li><input type="checkbox"/> Plumbing (PL)</li> </ul>	<p>Select trades that were facilitated as part of this contract:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Cleaning Services</b></li> <li><input type="checkbox"/> <b>Snow &amp; Ice Removal Services</b></li> <li><input type="checkbox"/> <b>Grass and Grounds Maintenance Services</b></li> <li><input type="checkbox"/> Concrete and Foundation (CF)</li> <li><input type="checkbox"/> Asphalt (AS)</li> <li><input type="checkbox"/> Masonry (MA)</li> <li><input type="checkbox"/> Carpentry (CP)</li> <li><input type="checkbox"/> Roofing (RF)</li> <li><input type="checkbox"/> Hardwood Flooring (HF)</li> <li><input type="checkbox"/> Painting (PT)</li> <li><input type="checkbox"/> Resilient Tile, Sheet Flooring &amp; Carpet (VC)</li> <li><input type="checkbox"/> Hazardous Materials Abatement (HZ)</li> <li><input type="checkbox"/> Heating and Air Conditioning (HA)</li> <li><input type="checkbox"/> Plumbing (PL)</li> </ul>	<p>Select trades that were facilitated as part of this contract:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Cleaning Services</b></li> <li><input type="checkbox"/> <b>Snow &amp; Ice Removal Services</b></li> <li><input type="checkbox"/> <b>Grass and Grounds Maintenance Services</b></li> <li><input type="checkbox"/> Concrete and Foundation (CF)</li> <li><input type="checkbox"/> Asphalt (AS)</li> <li><input type="checkbox"/> Masonry (MA)</li> <li><input type="checkbox"/> Carpentry (CP)</li> <li><input type="checkbox"/> Roofing (RF)</li> <li><input type="checkbox"/> Hardwood Flooring (HF)</li> <li><input type="checkbox"/> Painting (PT)</li> <li><input type="checkbox"/> Resilient Tile, Sheet Flooring &amp; Carpet (VC)</li> <li><input type="checkbox"/> Hazardous Materials Abatement (HZ)</li> <li><input type="checkbox"/> Heating and Air Conditioning (HA)</li> <li><input type="checkbox"/> Plumbing (PL)</li> </ul>	<p>Select trades that were facilitated as part of this contract:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Cleaning Services</b></li> <li><input type="checkbox"/> <b>Snow &amp; Ice Removal Services</b></li> <li><input type="checkbox"/> <b>Grass and Grounds Maintenance Services</b></li> <li><input type="checkbox"/> Concrete and Foundation (CF)</li> <li><input type="checkbox"/> Asphalt (AS)</li> <li><input type="checkbox"/> Masonry (MA)</li> <li><input type="checkbox"/> Carpentry (CP)</li> <li><input type="checkbox"/> Roofing (RF)</li> <li><input type="checkbox"/> Hardwood Flooring (HF)</li> <li><input type="checkbox"/> Painting (PT)</li> <li><input type="checkbox"/> Resilient Tile, Sheet Flooring &amp; Carpet (VC)</li> <li><input type="checkbox"/> Hazardous Materials Abatement (HZ)</li> <li><input type="checkbox"/> Heating and Air Conditioning (HA)</li> <li><input type="checkbox"/> Plumbing (PL)</li> </ul>
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		<input type="checkbox"/> Electrical (EL)				
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**Mandatory Technical Criteria #2 - Ability to Deliver the Services**

The Bidder must provide the required information in the following table in order to demonstrate that it has the ability to provide a team capable of delivering the required services.

Trade	Proposed Workers		Company/Firm (if different from the Bidders company)
		NAME	
<b>CLEANING SERVICES</b>  As per Annex A Statement of Work, Appendix 1 Common Area Maintenance Service Specifications, Section 3	Worker #1:		
	Worker #2 (as applicable)		
	Worker #3 (as applicable)		
	Worker #4 (as applicable)		
<b>SNOW AND ICE-REMOVAL</b>  as per Annex A Statement of Work, Appendix 1 Common Area Maintenance Service Specifications, Section 2	Worker #1:		
	Worker #2 (as applicable)		
	Worker #3 (as applicable)		
	Worker #4 (as applicable)		
<b>GRASS AND GROUNDS MAINTENANCE SERVICES</b>  As per Annex A Statement of Work, Appendix 1 Common Area Maintenance Service Specifications, Section 1.	Worker #1:		
	Worker #2 (as applicable)		
	Worker #3 (as applicable)		
	Worker #4 (as applicable)		

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## 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.

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

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

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

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

#### **5.2.3.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Solicitation No. - N° de l'invitation  
W3713-20KN42/B  
Client Ref. No. - N° de réf. du client  
HAVKN42

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

### 6.2 Security Requirement

There is no security requirement applicable to the contract.

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## 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

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

### 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](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 (2008-12-12) Interest on Overdue Accounts, of [2035](#) (2020-05-28), will not apply to payments made by credit cards.

#### 7.2.2 Workers' Compensation

7.2.2.1 Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.

7.2.2.2 At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of Contract

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive. *"To be provided at contract award"*

#### 7.4.2 Option to Extend Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Bellefeuille  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting Directorate  
140 O'Connor Street, East Tower, 4<sup>th</sup> Floor  
Ottawa, ON K1A 0S5

Telephone: 613-293-6032

E-mail address: [stephanie.bellefeuille@tpsgc-pwgsc.gc.ca](mailto:stephanie.bellefeuille@tpsgc-pwgsc.gc.ca)

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

### 7.5.2 Technical Authority

*"TO BE PROVIDED AT CONTRACT AWARD"*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone:     \_\_\_ - \_\_\_ - \_\_\_\_  
Facsimile:     \_\_\_ - \_\_\_ - \_\_\_\_  
E-mail address:     \_\_\_\_\_.

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

### 7.5.3 Contractor's Representative

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

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

Solicitation No. - N° de l'invitation  
W3713-20KN42/B  
Client Ref. No. - N° de réf. du client  
HAVKN42

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

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Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 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

### 7.7.2 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price *as specified in Annex B Basis of Payment for a cost of \$ \_\_\_\_\_ insert the amount at contract award* . Customs duties are included and Applicable Taxes are extra.

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

### 7.2.3 Methods of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 7.7.3 SACC Manual Clauses

The following clauses apply to and form part of the Contract:

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
A9116C (2007-11-30), T1204 Information Reporting by Contractor  
C0705C (2010-01-11), Discretionary Audit, apply to and form part of the Contract  
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor), apply to and form part of the Contract  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor), apply to and form part of the Contract.

### 7.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- 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 - Maintenance Services

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

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

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

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), [Higher Complexity - Services](#);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (i) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ (year-month-day) "and" " , as amended on \_\_\_\_\_ (year-month-day).

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## 7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

**OR**

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

## 7.13 Insurance Requirements

### 7.13.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

### 7.13.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy

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must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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*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.

#### **7.14 Cellular Phones**

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

#### **7.15 Canadian Forces Site Regulations**

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

#### **7.16 Pre-Commencement Meeting**

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

The Contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

#### **7.17 Examination of Work**

**7.17.1** If, at any time after the commencement of the Work but prior to the expiry of the warranty or guarantee period, the Canada's Representative has reason to believe that the Work or any part thereof has not been performed in accordance with the contract, the Canada's Representative may have that Work examined by an expert of his choice.

**7.17.2** If, as a result of an examination of the Work referred to in Clause 7.17.1 it is established that the Work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of Canada's rights and remedies under the contract either at law or in equity, the Contractor shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having that examination performed. The Contractor, at the direction of the Technical Authority, may/may not be permitted to complete the Work.

#### **7.18 Dispute resolution**

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- 7.18.1 All disputes or differences arising out of the contract shall be dealt with in the following manner:
- 7.18.1.1 Initially the Contractor and the Technical Authority shall engage in negotiations with intent to produce a negotiated resolution.
  - 7.18.1.2 In the event that negotiations fail between the Contractor and the Technical Authority, then the dispute shall be referred to PSPC.
  - 7.18.1.3 In the event that negotiations fail between the Contractor and PSPC, then the dispute shall be referred to mediation.
  - 7.18.1.4 In the event that such mediations fail, then the dispute insofar as it pertains to practical items such as the quantity or quality of Work, the value of Work and the like, shall be referred to binding arbitration. PSPC will appoint an independent arbitrator that is acceptable to both the Contractor and PSPC.
  - 7.18.1.5 If either PSPC or the Contractor fails to agree on the arbitrator proposed by PSPC, then PSPC shall request that the Provincial Arbitration Institute appoint an appropriately qualified independent arbitrator. A determination in any such arbitration shall be final and binding on both PSPC and the Contractor. All costs associated with the arbitration process, except those incurred by PSPC and the Contractor on their own behalf, shall be borne equally by PSPC and the Contractor.
  - 7.18.1.6 Otherwise the parties shall be at liberty to pursue conventional legal remedies, although PSPC records its preference for arbitration of disputes as an alternative to litigation.

## **7.19 PERFORMANCE EVALUATION: CONTRACT**

7.19.1 The performance of the Contractor during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:

- 7.19.1.1 Quality of workmanship
- 7.19.1.2 Time
- 7.19.1.3 Project management
- 7.19.1.4 Contract management
- 7.19.1.5 Health and safety

7.19.2 A weighting factor of 20 points will be assigned to each of the five criteria as follows:

- a. unacceptable: 0 to 5 points
- b. not satisfactory: 6 to 10 points
- c. satisfactory: 11 to 16 points
- d. superior: 17 to 20 points

7.19.3 The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

7.19.4 The consequences resulting from the performance evaluation may be as follows:

- 7.19.4.1 Warning
- 7.19.4.2 Suspension

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. GENERAL

##### 1.1 Background

The Canadian Forces Housing Agency (CFHA) is an agency of the Department of National Defence (DND). It is responsible for providing Canadian Forces members and their families with access to family housing in support of departmental operational requirements.

The Housing Services Centre (HSC) in Kingston manages approximately 470 residential housing units (RHU) and 144 apartments within 29 apartment blocks.

Apartment blocks at CFHA HSC Kingston includes several common and shared areas such as shared front and back stairwells, laundry rooms and front and rear entrance ways. Other common areas include parking areas, sidewalks, walkways and grounds.

The work of this contract comprises of the ongoing maintenance of the apartment blocks common areas.

In the past service and maintenance of these areas were maintained through several separate contracts. The intension of this contract is to combine those services into a single service contract.

##### 1.2 Objective

The objective of this statement of work is to define the scope and the deliverables of the maintenance services for the common areas of the 29 Kingston building blocks.

##### 1.3 Scope of work

The scope of work is detailed in the specification. It is summarized as follows:

- 1.3.1 Ongoing maintenance of the apartment blocks common areas, including grass cutting, snow and ice removal and control, cleaning, curbside recycling of flyers, etc. from common areas, garbage/waste/debris collection, removal and disposal off site.
- 1.3.2 Supply of services and related products required to undertake the work of this contract is in accordance with the instruction set forth by the specification and in compliance with the Workplace Hazardous Material Information System (WHMIS);

##### 1.4 List of Acronyms

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DND	Department of National Defence
CFHA	Canadian Forces Housing Agency
HSC	Housing Services Centre
WHMIS	Workplace Hazardous Material Information System
SOW	Statement of Work
TA	Technical Authority

### **1.5 Terminology**

Technical Authority                      CFHA Officer or his/her authorized representative.

Supervisor                      the Contractor's representative at the work site.

## **2. REFERENCE DOCUMENTS**

- Appendix 1 Services Specification
- Appendix 2 Addresses of Apartment Blocks

## **3. REQUIREMENTS**

- 3.1. The services to be performed are detailed in the Appendix 1 Services Specification, and is broadly defined in the above scope.
- 3.2. The Contractor shall be required to employ sufficient crews and machinery to complete all work
- 3.3. The contractor will be required to report any found damage or hazardous situation to the Technical Authority (TA).

## **4. QUALITY**

- 4.1. The quality of the maintenance services must be in accordance with the levels detailed in the Appendix 1 Services Specification.
- 4.2. Under no circumstance shall the level of maintenance be less than what has been defined in the Appendix 1 Services Specification.
- 4.3. CFHA's Technical Authority will inspect the work to ensure that the level of service is consistent with the Appendix 1 Services Specification.

## **5. DELIVERABLES**

- 5.1. Deliverables shall be in the form of services in accordance with this SOW and of the products generated thereof.

## **6. ACCEPTANCE OF SERVICES**

- 6.1. The services rendered shall be subject to inspection and signature (where required) by the TA or designated representatives, evaluated on the basis of suitability, quality and adherence to this SOW and any resultant tasking.

- 6.2. If services provided are deemed unsatisfactory, CFHA will contact the Contractor in writing and request that acceptable corrective actions be taken immediately. All costs incurred by the Contractor to correct the situation shall be borne by the Contractor. If the Contractor is incapable of correcting to an acceptable standard, CFHA may terminate the contract in whole or in part for default.

## **7. MATERIALS AND EQUIPMENT**

- 7.1. Materials and equipment required for the performance of the contract shall be supplied by the Contractor.
- 7.2. The Technical Authority will not provide any assistance in the procurement of materials or products required for the performance of this contract.
- 7.3. All materials must be applied only to the surfaces for which they are authorized by the manufacturer of such material and comply with the latest Canadian Government specifications and be certified under the ECOLOGO or Green Seal Program for Institutional Cleaning Material.

## **8. GOVERNMENT SUPPLIED FACILITIES**

- 8.1. Limited janitorial closet space will be made available for the contractor's use in an apartment block for the duration of the contract.
- 8.2. CFHA will provide access to all water and electricity required to complete service requirements at no charge. Access may be terminated at any time by CFHA without penalty.

## **9. PERSONNEL CONTROL**

- 9.1. The contractor must provide a complete list of personnel employed to the Technical Authority.
- 9.2. This list is to be maintained and updated as necessary by the Contractor.

## **10. RESPONSIBILITY FOR DAMAGE TO THE BUILDING AND ITS CONTENT**

- 10.1. It is the responsibility of the Contractor to ensure that all products are compatible with the surface on which they are employed.
- 10.2. Any damage resulting from the use or misuse of such agents or materials shall be assessed against the Contractor.
- 10.3. The Contractor shall provide and maintain adequate and suitable means to save the occupants, the building and its contents from injury.
- 10.4. It is the Contractor's responsibility at time of contract award to examine the areas that are to be maintained in order to ascertain their condition and to bring to the Technical Authority's attention, in writing, any defective surfaces, within 30 days of award of contract.
- 10.5. Flammable cleaning material and all containers in which it is carried or stored shall be used only when essential, subject to the approval of the Technical Authority, and shall be removed from the premises at the end of each workday.

## **11. SUPERVISION AND LIAISON**

- 11.1. The contractor shall provide the Technical Authority with access to its on-site representative's cellular phone between the hours of 07h00 and 17h00, Monday to Friday, inclusive.

## **12. OPERATION SCHEDULE**

- 12.1. Within 15 days of award of contract, the Contractor must provide the TA with a written work schedule for all work shall be provided to reflect daily, weekly and monthly cleaning requirements as described in Appendix 1. This work schedule shall indicate the location (per Appendix 2), number of personnel and schedule of services.
- 12.2. The schedule will be reviewed and evaluated by the TA. Upon acceptance, it will be countersigned by the Technical Authority and the Contractor. Any changes to the schedule must be submitted in writing to the Technical Authority one week prior to the effective date for change.

## **13. STANDARDS, INSPECTION AND REPORTING**

- 13.1. Work shall be completed as per the agreed schedule and to the satisfaction of the Technical Authority.
- 13.2. The buildings and grounds will be inspected regularly by the Technical Authority and unsatisfactory conditions will be reported to the Contractor's representative in writing. This communication must receive immediate attention by the Contractor. The Contractor shall perform and indicate the remedial action, in writing, to the Technical Authority, within 24 hours. If, in the opinion of the Technical Authority, the quality of the remedial work is not acceptable, CFHA may go outside at the contractor's expense and have the work completed whole, or in part by another firm.
- 13.3. Work shall be deemed incomplete if the Contractor falls behind on scheduled work or fails to remediate unsatisfactory work or to notify the CFHA of remediated work in the specified time period
- 13.4. Repetition of unsatisfactory work performance or non-compliance to the approved work schedule may result in the requirement to replace workers or the supervisor for the duration of the contract or termination of the contract for default.

## **14. SAFETY REQUIREMENTS**

### **14.1. Safety and Security**

- 14.1.1. All work will be done in compliance with construction safety measures of National Building Code Part 8, Province of Ontario Occupational Health and Safety Act and Regulations for Construction Projects, Workers' Compensation Act including Regulation 950 and 951, C 02 040 009/AG 000 ONO General Safety Standards, and municipal authority provided that in any case of conflict or discrepancy the more stringent requirements shall apply.
- 14.1.2. Portable warning signs and guide ropes shall be used by the contractor to identify areas undergoing cleaning operations where danger may exist for staff or the general public. The size and type of these signs shall be appropriate for the areas in which they are used.

### **14.2. WHMIS**

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- 14.2.1. The Contractor must comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Human Resources Canada and Health and Welfare Canada.
- 14.2.2. Copies of WHMIS Material Safety Data sheets (MSDS) will be provided to the Technical Authority on delivery of materials.
- 14.2.3. Copies of MSDS will be kept on site and made available to anyone "working with" and/or "in proximity to" the hazardous material.
- 14.3. Non-compliance with DND Regulations**
- 14.3.1. In the event contract personnel are found to be in non-compliance with the health and safety regulations while on DND property, the following action will then be taken by the Technical Authority and/or designated DND officials:
- a. FIRST INCIDENT; supervisor will be told to remove person from DND property until the next work day.
  - b. SECOND INCIDENT; person will no longer be permitted on DND property for the duration of contract.
- 14.3.2. The incidents noted above need not be a repeat of a previous occurrence, but may take the form of unrelated instances of non-compliance with the health and safety regulations by the same individual.
- 14.3.3. In circumstances where repetition of incidents indicate lack of adherence to the health and safety regulations by the supervisor, the contractor will be instructed to remove the supervisor from DND property.
- 14.3.4. Should the contractor be responsible for a delay in the progress of the work due to an infraction of the legislated requirements, or the safety requirements herein described, the contractor will, without additional costs to the Crown, work such overtime, acquire and use manpower and/or equipment for the execution of the contract work, as deemed to be necessary, in the opinion of the Technical Authority, to avoid delay in the final completion of the work or any operations thereof.

## **APPENDIX 1 COMMON AREA MAINTENANCE SERVICE SPECIFICATIONS**

### **SERVICES SPECIFICATIONS**

#### **1. Grass and Grounds Maintenance Services**

1.1. The contractor must provide seasonal Grass and Grounds Maintenance Services from 01 April to 31 October of each year.

1.2. The contractor must provide for all crew, labour, materials, machinery, transportation, fuel, equipment and storage needed to undertake the Grass and Grounds Maintenance Services as required. (See appendix 3).

1.3. The following specifications must be met

- 1.3.1. Grass shall be maintained at an even height without streaking or missed areas;
- 1.3.2. Grass shall be cut to a height of 50mm unless otherwise directed by CFHA;
- 1.3.3. During droughts the height of grass cutting shall be 63mm unless otherwise directed by CFHA;
- 1.3.4. Grass cutting shall not be carried out when the grass is wet, unless otherwise directed by CFHA;
- 1.3.5. Grass shall be trimmed around buildings, sheds, garbage/recycle areas, signs, trees, sidewalks, barbeque pads and parking areas;
- 1.3.6. Grass shall be trimmed to the same height as the mowed grass in the area;
- 1.3.7. No extra rate will be given for their leaf disposal for leaves on the ground that are easily mulched by a typical lawn mower and will not inhibit a grass cutting;
- 1.3.8. It is the Contractor's responsibility to remove and dispose of any debris encountered during grass cutting (i.e.: wrappers, pop cans, newspapers, tree branches, etc.) before cutting;
- 1.3.9. Grass clippings from mowers or trimmers shall be directed away from all buildings and structures, parking, parked cars, sidewalks and shall be mulched. Any grass clippings left on sidewalks, driveways, asphalt or concrete pads is to be removed by the Contractor immediately.

#### **2. Snow & Ice Removal Services**

2.1. The contractor must provide seasonal Snow & Ice Removal Services in the parking areas, sidewalks, steps and landings; (See Appendix 3) of the 29 apartment block from 01 November to 31 March of each year) on an as required on a 24hrs basis.

2.2. The contractor shall provide for all crew, labour, materials, machinery, transportation, fuel, equipment and storage needed to undertake Snow and Ice Removal.

2.3. The following specifications must be met:

- 2.3.1. Snow clearing and ice control is required on a 24 hour per day, 7 days per week basis for the duration of the Contract;

- 
- 2.3.2. The contractor will be expected to respond based on actual accumulation and weather forecast information;
  - 2.3.3. Snow clearing and plowing shall commence when 5cm or more of snow has accumulated. Less than 5cm will require salting, for reasons of safety. Canadian Forces Housing Agency may direct salting or sand and salting at any time;
  - 2.3.4. Snow must be cleared prior to 0600hrs;
  - 2.3.5. Clear snow and accumulations from parking areas (complete from edge of roadway); front walkway including steps, landings, at the apartment buildings and provide a safe and un-obstructed surface for vehicular and pedestrian traffic;
  - 2.3.6. Clear all parking areas and walkways to full width;
  - 2.3.7. If the contractor does not push the snow back far enough to accommodate the entire year's snow accumulation the contractor will be responsible to resolve the situation. Ensure snow banks do not obstruct view of traffic signs and vehicular traffic;
  - 2.3.8. Repeat snow clearing may be required after 0800hrs, if drifting occurs or after parked vehicles are removed;
  - 2.3.9. Snow clearing must include ice control;
  - 2.3.10. Materials for the parking areas is to be salt or salt and sand mixture, a minimum of 25% coarse salt and 75% sand is acceptable to be used for the parking lots;
  - 2.3.11. Material for use on all sidewalks, steps and entrance way landings is to be a Sodium Chloride and Potassium Chloride mixture product or an approved equivalent.
  - 2.3.12. No accumulation of more than 0.5cm is to remain on cleared surface areas after clearing has taken place;
  - 2.3.13. Any damage caused by seasonal snow removal i.e. to grass damage etc. will be repaired by the contractor in the following spring at a time as early as the weather conditions will allow;

### **3. Common Areas Cleaning**

- 3.1. The contractor must provide daily, weekly and monthly Cleaning Services of the interior and exterior apartment Common Areas on an ongoing basis for the duration of the contract.
- 3.2. The contractor shall provide for all crew, labour, materials, machinery, transportation, fuel, equipment and storage needed to undertake the Cleaning services as required by contract. (Apartment addresses see (See Appendix 2).
- 3.3. Interior Common Areas are defined as walls, stairs and floors in stairwells, boiler rooms, laundry rooms, storage areas, front and back entrance ways, steps and landings.
- 3.4. Exterior Common Areas are defined as front and back stoops and landings, six (6) exterior garbage collection points and parking lots.
- 3.5. Cleaning for interior and exterior apartment Common Areas will be completed during the week; a

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schedule that takes into consideration statutory holidays that will allow for each of the 29 apartment blocks to receive one (1) full and complete cleaning of interior and exterior common areas once each week for the duration of the contract will be created and maintained.

3.6. Normal hours of work will be from 07h30 to 17h00 Monday through Friday.

3.7. Services of a contractor for the 29 apartment blocks are as follows:

3.7.1. Daily services include:

- 3.7.1.1. The removal and disposal of litter and debris from the apartment grounds and at the areas surrounding of the six garbage collection points;
- 3.7.1.2. Any large items abandoned in common areas such as appliances or furniture are to be reported to the CFHA Technical Authority;
- 3.7.1.3. Any damage to the buildings or components, missing or tampered-with smoke detectors or any hazardous conditions reported to the CFHA Technical Authority;

3.7.2. Weekly services include:

- 3.7.2.1. All floor areas swept;
- 3.7.2.2. All floors wet mopped and let to air dry;
- 3.7.2.3. All walls washed, concentrating on marked areas as required;
- 3.7.2.4. All other areas such as door frames and window frames damp dusted;
- 3.7.2.5. All stairwell railings and uprights washed;
- 3.7.2.6. The cement step area at front and back entrance ways swept and washed and any debris disposed of;
- 3.7.2.7. 3 meters of the exterior walls of the building on both sides of the entrance ways front and back and up to a height of 3 meters is to be washed;
- 3.7.2.8. Collect all flyers, newspapers and recyclable material and place in blue boxes at front entrances;
- 3.7.2.9. All recycling that has been collected at the front entrance ways are to be set out in their blue bins bi-weekly for blue bin item pickup on appropriate day of collection;
- 3.7.2.10. All blue bins set out for collection are to be retrieved and returned to the front entrance ways of the buildings they belong in after pick up on the day of collection;
- 3.7.2.11. Any garbage or debris in basement common areas or in front and back stairwells collected and dispose of;
- 3.7.2.12. Garbage containers from laundry rooms in each building emptied, cleaned if necessary and new garbage bag placed into the garbage container. Garbage then removed to designated garbage shed to await being placed out for collection on the next appropriate day of garbage collection;
- 3.7.2.13. Designated garbage shed contents emptied at end of the day prior to collection day and contents place out in collection area for garbage collection the following morning;
- 3.7.2.14. All non-functioning light bulbs removed, disposed and replaced with new bulbs supplied by CFHA;
- 3.7.2.15. All built in lint traps on dryer vent collector system cleaned of lint.

3.7.3. Monthly services include:

- 3.7.3.1. All common areas light fixtures washed;
- 3.7.3.2. All overhead piping basement washed;
- 3.7.3.3. Both sides of all common area windows, windows in stairwells and windows in doors washed;
- 3.7.3.4. Boiler rooms washed wipe down all surfaces;
- 3.7.3.5. Boiler room floors swept;
- 3.7.3.6. Boiler room floors mopped and let to air dry.

#### **4. Description of Services**

Any omission in these specifications that are normally part of a contractor's responsibility must be identified by the Contractor and submitted in writing to the Technical Authority for evaluation prior to inclusion in the specifications as an amendment.

Solicitation No. - N° de l'invitation  
W3713-20KN42/B  
Client Ref. No. - N° de réf. du client  
HAVKN42

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

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**APPENDIX 2  
ADDRESSES OF APARTMENT BLOCKS**

4 A ASSORO CRES  
4 B ASSORO CRES  
6 A ASSORO CRES  
6 B ASSORO CRES  
6 C ASSORO CRES  
8 A ASSORO CRES  
8 B ASSORO CRES  
10 A ASSORO CRES  
10 B ASSORO CRES  
10 C ASSORO CRES  
1 B YPRES DRIVE  
2 A YPRES DRIVE  
2 B YPRES DRIVE  
3 A YPRES DRIVE  
3 B YPRES DRIVE  
4 A YPRES DRIVE  
4 B YPRES DRIVE  
5 A YPRES DRIVE  
5 B YPRES DRIVE  
5 C YPRES DRIVE  
6 A YPRES DRIVE  
6 B YPRES DRIVE  
8 A YPRES DRIVE  
8 B YPRES DRIVE

10 A YPRES DRIVE  
10 B YPRES DRIVE  
12 A YPRES DRIVE  
12 B YPRES DRIVE  
14 YPRES DRIVE

**APPENDIX 3 - MAP**



**ANNEX "B"**

**Basis of Payment**

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

The Contractor will be paid all-inclusive firm prices including all necessary tools, equipment and services, consumable materials, labour for all inspections, travel, cleaning, maintenance services as detailed in Annex A, Statement of Work attached herein as Annex A., as follows:

**CONTRACT PERIOD**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		14	
Snow & Ice Removal Services 01 November – 31 March		10	
Common Areas Cleaning (includes daily, weekly, monthly)		24	
<b>TOTAL (A)</b>			

**OPTION PERIOD 1**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		7	
Snow & Ice Removal Services 01 November – 31 March		5	
Common Areas Cleaning (includes daily, weekly, monthly)		12	
<b>TOTAL – Option 1 Period (B)</b>			

**OPTION PERIOD 2**

<b>WORK DESCRIPTION</b>	<b>Monthly Cost</b>	<b>Months</b>	<b>Total</b>
Grass & Grounds Maintenance Services 01 April – 31 October		7	
Snow & Ice Removal Services 01 November – 31 March		5	
Common Areas Cleaning (includes daily, weekly, monthly)		12	
<b>TOTAL – Option 2 Period (C)</b>			

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W3713-20KN42

Buyer ID - Id de l'acheteur  
FK319  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**Electronic Payment Instruments**

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)