

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving Royal Canadian Mounted Police Procurement and Contracting Services

Réception des soumissions Gendarmerie royale du Canada Service des acquisitions et des marchés

Email/Courriel:

<u>NWR_Procurement_Bids@rcmp-grc.gc.ca</u>

INVITATION TO TENDER

Tender to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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.

APPEL D'OFFRES

Soumission aux : Gendarmerie royale du Canada

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

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

	Sujet: Janitorial Ny Detachment		NOIVIE	Dat Mar	r e rch 6, 2024			
Solicitation No. – Nº de l'invitation : M5000-24-5622/A								
Client Reference No No. De Référence du Client : 202405622								
Solicitation Closes – L'invitation prend fin								
At /à :	2 :00 pm / 14	00 heure			Standard Time) ormale du Centre)			
On / le :	April 8, 2024							
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	t ion of Goods a ein — Voir aux p		es – Des	tinat	ions des biens et services			
Instruct See her	t ions ein — Voir aux p	orésentes						
Address Inquiries to – Adresser toute demande de renseignements à Debbie McPherson Debbie.mcpherson@rcmp-grc.gc.ca								
Debbie.	mcpnerson@rcr	np-grc.gc.c	a					
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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
 1.1 SECURITY REQUIREMENTS 1.2 STATEMENT OF WORK 1.3 CONDITIONAL SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGEN BUSINESS (PSIB) 1.4 DEBRIEFINGS 1.5 RECOURSE MECHANISMS 	5 IOUS 5
PART 2 - BIDDER INSTRUCTIONS	6
 2.1 Standard Instructions, Clauses and Conditions	6 6 7 7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES4.2 BASIS OF SELECTION	
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 5.2 CERTIFICATIONS REQUIRED WITH THE BID 	
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	
ANNEX "A"	
STATEMENT OF WORK	17
ANNEX "B"	25



BASIS OF PAYMENT	
ANNEX "C"	26
SECURITY REQUIREMENTS CHECK LIST (SRCL)	26
ANNEX "D"	
INSURANCE REQUIREMENT	
ANNEX "E"	31
JANITORIAL SERVICES ACTIVITY LOG	31
ANNEX "F"	35
COMMUNICATION LOG	35
ANNEX "G"	36
SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION	36
APPENDIX "1"	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	38
APPENDIX "2"	
FORMER PUBLIC SERVANT CERTIFICATION	
APPENDIX "3"	
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM	
APPENDIX "4"	44
BID SUBMISSION CHECKLIST	44



Important Notice to Bidders:

Conditional Set-Aside Under the Procurement Strategy for Indigenous Business (PSIB)

This is an open tender.

However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<u>https://www.sac-</u> <u>isc.gc.ca/eng/1100100033057/1610797769658</u>), the Bidder must certify that it qualifies as an Indigenous

business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to <u>Annex 9.4</u> of the Supply Manual.



PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices, and a source for information, procurement policy and guidelines.

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introductioneng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<u>https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658</u>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 Debriefings

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



1.5 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 <u>2003</u> (2023-06-08) 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

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

The Royal Canadian Mounted Police (RCMP) will not assume responsibility for bids and/or amendments directed to any other location.

2.3 Enquiries - Bid Solicitation

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



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

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

2.5 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 205 Queen Street, Punnichy, Saskatchewan on March 18, 2024. The site visit will begin at 10:00 CST at the Reception.

Bidders are requested to communicate with the Contracting Authority no later than March 15, 2024 at 13:00 CST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation.

2.6 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate_accounting@rcmp-grc.gc.ca</u>



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Financial Bid (one soft copy in PDF format)

Section II: Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

a. receipt of garbled or incomplete bid;

b. delay in transmission or receipt of the bid to NWR_Procurement_Bids@rcmp-grc.gc.ca (the date & time on the email received by NWR_Procurement_Bids@rcmp-grc.gc.ca is considered the date & time of receipt of the bid submission);

- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of 2003 (2023-08-06) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

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

(a) 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 <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)



- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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
 - b. 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: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Delivered Duty Paid, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <u>Ineligibility and Suspension Policy</u> (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:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form) in accordance with Appendix "3"

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ciif/formulaires-forms-eng.html).

5.1.2 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 <u>Employment and Social Development Canada (ESDC) –</u> <u>Labour's</u> 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (Appendix "1") has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting





Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 Former Public Servant

Refer to Appendix "2"

5.1.3.3 Insurance – Proof of Availability Prior to Contract Award

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

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

5.2 Certifications Required with the Bid

5.2.1 Conditional Set-aside for Indigenous Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Annex G) is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see <u>Annex 9.4</u>, Supply Manual.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.

The Contractor (if an individual) and all of the contractor's personnel/subcontractors who may work on site must hold a valid "Enhanced Reliability Status (ERS) Clearance" issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed access to the site of the work.

6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Standard Operating Procedure at Appendix "A-1".

6.3 Standard Clauses and Conditions

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





Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

<u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract for a **twenty-four month period**.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three** additional twelve month periods 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 one calendar day** 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:Debbie McPhersonTitle:A/ Procurement OfficerRoyal Canadian Mounted PoliceTelephone:639-625-3567E-mail address:debbie.mcpherson@rcmp-grc.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.





6.5.2 **Project Authority**

The Project Authority for the Contract is: (The Project Authority will be identified at Contract Award)

Name:	
Title:	
Royal Canadian Mo	ounted Police
Telephone:	
Facsimile:	
E-mail address:	@rcmp-grc.gc.ca

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

6.5.3 Site Authority

The Site Authority for the Contract is: (The Site Authority will be identified at Contract Award)

Name:	
Title:	
Telephone:	
Facsimile:	
E-mail address:	

The Site Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Site Authority; however, the Site 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.

6.5.4 Contractor's Representative

The Contractor's Representative responsible for general enquiries and delivery follow-up is:

Please fill in the below section:

Name: Title:	
Telephone No.	
Facsimile No.	
E-mail address:	

6.6 **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 <u>Public Service</u> <u>Superannuation Act (PSSA) pension</u>, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy</u> <u>Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.





6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$______(Amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra, if applicable.

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

6.7.2. Method of Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment

6.8 Invoicing Instructions

The Contractor is not required to submit invoices for this contract.

6.9 Certifications and Additional Information

6.9.1 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.

[At contract award: Insert the following if the requirement has been set aside under the Procurement Strategy for Indigenous Business]

6.9.2 Indigenous Business Certification

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



6.10 Applicable Laws

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

6.11 **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 2010C (2022-12-01), General Conditions Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Checklist;
- f) Annex D, Insurance Requirement;
- g) Annex E, Sample of Activity log;
- h) Annex F, Communication Log;
- i) Annex G, Set-Aside Program for Indigenous Business Certification;
- j) the Contractor's bid dated _____ (To be entered at contract award)

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.gc.ca</u>.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.

6.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

<u>A9068C</u> (2010-01-11), Government Site Regulations

6.15 Environmental Consideration

Where applicable, the contractor is encouraged to:

- Deliverables:
 - Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
 - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
 - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
 - Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
 - o Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
 - Minimize packaging
 - o Include recycled content in packaging;
 - Re-use packaging;
 - o Include a provision for a take-back program for packaging;
 - Reduce/eliminate toxics in packaging.



ANNEX "A"

STATEMENT OF WORK

1. TITLE

Janitorial services for the Punnichy RCMP Detachment.

2. ACRONYMS AND DEFINITIONS

RCMP	Royal Canadian Mounted Police
Site	An RCMP building that requires cleaning, e.g. detachment, hangar,
	outbuilding, etc. as specified above in Section 1.
Site Authority	The representative of RCMP responsible for the technical content of the
	work under the contract.

3. OBJECTIVE

The Royal Canadian Mounted Police (RCMP) requires all labour, materials, equipment, transportation and daily site supervision necessary to provide janitorial services, for the RCMP Punnichy Detachment (Punnichy, Saskatchewan).

4. BACKGROUND

The Punnichy Detachments contains the following spaces: two (2) garage bays, eight (8) cells, two (2) storage rooms, four (4) washrooms, two (2) private offices, two (2) vestibules, three (3) interview rooms, five (5) special purpose rooms, guard area, patrol corridor and hallways, main work area and general office space. This contract includes a basement.

Total cleaning area is 559.5 m².

5. APPLICABLE DOCUMENTS & REFERENCES

The references listed below are the standards, rules, guidelines and regulations that the Contractor and the Contractor's personnel must adhere to while performing the duties of this contract.

5.1. Saskatchewan Occupational Health and Safety Act Part II (6) General Duties of Contractors http://www.gp.gov.sk.ca/documents/English/Statutes/Statutes/O1-1.pdf

5.2. Canadian Centre for Occupational Health and Safety (CCOHS)

Canada's National Occupational Health & Safety Resource -Sanitation and Infection Control for cleaning staff

http://www.ccohs.ca/oshanswers/hsprograms/cleaning_staff.html

5.3. Public Health Agency of Canada

Infection Control Guidelines - Hand Washing, Cleaning, Disinfection and Sterilization in Health Care http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/98pdf/cdr24s8e.pdf

5.4. Public Health Agency of Canada

Canadian Immunization Guide

https://www.canada.ca/en/public-health/services/canadian-immunization-guide.html

Canadä



6. TASKS

6.1. Janitorial Activities:

DAILY (5 times per week), TWO TIMES PER WEEK, THREE TIMES PER WEEK, WEEKLY	
Empty and clean all exterior/perimeter entrance ashtrays where applicable.	Daily
Clean both sides of entrance door glass and side lights.	Daily
Clean and polish all interior and exterior ornamental metal.	Daily
Vacuum entire carpeted floor areas and stairways, including floor mats.	Daily
Empty all waste baskets and place waste in containers ready for burning or disposal. Dispose of garbage as per the RCMP Site Authority or designate's directions.	Daily
Wash and disinfect washrooms to ensure sanitary conditions. Including toilet seats (both sides), bowls, urinals, wash basins, tub/shower enclosure, all flush tanks, dispensers, mirrors, shelves, high ledges and all exposed piping and plumbing fixtures, floors etc.	Daily
Remove waste paper from washrooms. Empty, wash and disinfect sani-cans in washrooms. Replace sani-bags.	Daily
Ensure adequate supplies exist in washrooms. Replenish paper towels, toilet tissue, soap and menstrual products.	Daily
Sweep and damp mop all flooring that isn't carpet, including stairways.	Daily
Spot clean carpet as necessary.	Daily
Remove salt stains from all walkway mats.	Daily
Keep mirrors throughout the building clean and polished.	Daily
Damp mop and/or polish public lobbies and entrance hallways and heavy traffic areas.	Daily
Dust all horizontal surfaces, counter tops and furniture, picture frames, cabinets, fixtures, window sills, ledges, etc.	Daily
Wash and disinfect shower walls, floor and fixtures	Daily
Remove recycling (blue bin unprotected paper and cardboard, any other recycling e.g. cans/bottles)	Daily
Sweep and mop gym flooring and rubber matting.	Weekly
Sanitize gym equipment surfaces (e.g. handles, bench surfaces, treadmill and elliptical rails, hand weights, mats, etc)	Weekly
Wash and disinfect refuse receptacles in washrooms.	Weekly
Vacuum upholstered furniture and freestanding screens, clean/polish all leather, vinyl and leatherette upholstered furniture.	Weekly
MONTHLY	
Dust window blinds.	Monthly
Hose down garage and secure bay floors and other concrete floors.	Monthly
Wash all finger marks and smudges from walls, doors, partitions, ledges and framework.	Monthly
Wash all glass partitions, draft deflectors and cabinet glass.	Monthly
Wash basement floors and walls	Monthly
QUARTERLY, SEMI-ANNUALLY, ANNUALLY, AS REQUIRED	
Wash door grilles, air intake grilles, air diffusers and metal work.	Every 3 months

QUARTERLY, SEMI-ANNUALLY, ANNUALLY, AS REQUIRED	
Strip and wax all vinyl floors, remove gum and other foreign residue.	Every 6 months
Wash washroom walls.	Every 6 months
Dust and polish all wood paneling, walls and partitions.	Every 6 months
Wash both sides of all exterior windows, including draft deflectors, sash window framing, storm sash and screens, leaving all surfaces dry and free of streak marks.	Every 6 months
Clean all exterior light fixtures as required (minimum twice per year).	Every 6 months
Clean all interior light fixtures and covers.	Yearly
Clean/wash window coverings, e.g. blinds	Yearly
Wash all walls, ceilings, partitions and woodwork.	Yearly
Unclog and clean toilets and drains immediately, providing no plumbing work is required. Notify the Site Authority or Site Authority's designate if plumbing work is necessary.	As required
Replace burnt out light bulbs and fluorescent tubes. Dry wipe tubes, bulbs and shielding when making replacements.	As required
Remove mats, steam clean mats, clean underneath the mats and replace the mats.	As required
Ensure that steps, entrances and sidewalks to the building are clear of snow and ice, and apply sand/ice melt as required (in a 5 ft radius from entrance ways – See Annex "A" - Section 2.3.2, Weather.)	As required
Keep the main and service entrances clear of debris, i.e. paper, carton, refuse cans, slush, sand etc. in order to maintain a clean and tidy appearance at all times.	As required
Clean/remove spider webs from exterior light fixtures and above doorways.	As required
Secured areas such as the exhibit rooms and file storage areas are included in this contract, and only under the escort of the Site Authority or Site Authority's designate.	As required
Cell area is to be cleaned and disinfected – as instructed by the Site Authority or Site Authority's designate. See attached Appendix A-1 Standard Operating Procedure (SOP) – Cleaning of RCMP Cellblocks and Detention Areas.	As required

6.2. Special Occurrences

The Contractor must promptly report to the Site Authority or Site Authority's designate and record in the Janitorial Services Activity Log book provided by the Site Authority or Site Authority's designate (See Annex E for a sample of a Janitorial Services Activity Log page) the following:

- every instance involving hazardous materials, situations or occurrences;
- water and/or fire related instances, including those of a minor nature;
- any and all damage or injury to property and/or people; and
- any other instances that are or could potentially become a liability to the RCMP or which may require follow up and/or action by the RCMP.

Inclement weather conditions and other circumstances will at times necessitate additional cleaning of entry ways and high traffic areas inside and/or outside the building. The Contractor must comply without additional cost, when additional cleaning is required during normal working hours.



6.3. Other Activities and Requirements

The Contractor must:

- Keep utility room/janitorial closet clean and free of debris at all times and secured as required per the area of the building that it's in.
- Store all equipment and materials neatly, strictly adhering to all fire prevention practices.
- Maintain a binder on site with up-to-date Material Safety Data Sheets (MSDS) for all products and materials used in the work site (when available from manufacturer).
- Follow best industry practices and to use products and processes which ensure no crosscontamination between employee/guard/matron or public washrooms, and food preparation and kitchen areas.
- Perform the work in compliance with the Canada Labour code part II, and/or relevant provincial occupational health and safety act and regulations, the national fire code, and applicable municipal regulations.
- Ensure all safety measures respecting personnel and fire hazards recommended by the National and Provincial codes and/or prescribed by the authorities having jurisdiction, are observed at all times.

7. CLEANING PRODUCT SPECIFICATIONS

All cleaning products used to perform the work must have reduced levels of hazardous materials as well as be free of ammonia. Also, all floor cleaner must be pH balanced unless otherwise specified. Wherever possible, cleaning products should be purchased in concentrated form or in returnable packages to reduce waste. Look for the EcoLogo Program or Green Seal.

It is requested that cleaning products used be environmentally preferable goods. Environmentally preferable goods are those which have a reduced negative effect on human health and the environment over their full life cycle when compared with competing products. They make efficient use of raw materials, energy and water; generate a minimum of waste; and/or minimize the release of harmful substances into the environment during their production or use. Environmentally preferable goods may also have one or more of the following characteristics; reduced packaging, reduced maintenance requirements and ease of re-use, refurbishment, re-manufacture or recycling at end of life.

Paper and plastic products should contain post-consumer recycled paper or plastic. Look for the EcoLogo Program or Green Seal.

Cleaning products and paper products must be no-scent or low-scent products.

The Contractor must ensure that all products used in the work place are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS) legislation.

8. SCHEDULE AND OPERATING HOURS

Within 3 business days after contract award, the Contractor in consultation with the Site Authority, must determine a schedule in which the work will be done. The schedule must signed-off by both the Contractor and the Site Authority or designate. The schedule must be adhered to.

The Contractor must notify the Site Authority in advance by at least 5 days if requesting to make a change to the agreed upon schedule. RCMP will review the request and make a determination on if the requested schedule change will be accepted.



The Contractor must ensure there is personnel to cover holidays, sick leave, or any unexpected absences to ensure continuation of janitorial services. The Contractor must notify the Site Authority a minimum of 72 hours in advance for personnel changes for holidays, scheduled appointments, or extended sick leave.

The operating hours within which the site is able to accommodate janitorial services for the site are:

Monday: 8:00am – 4:30pm Tuesday: 8:00am – 4:30pm Wednesday: 8:00am – 4:30pm Thursday: 8:00am – 4:30pm Friday: 8:00am to 4:30pm Saturday: Closed Sunday: Closed

Cleaning will be required 5 days a week.

"As Required" activities must be performed during the Contractor's normal work schedule.

Quarterly, semi-annual, and annual cleaning timeframes are determined by the Contractor in consultation with the Site Authority.

9. DELIVERABLES

9.1. Janitorial Services Activity Log (JSAL)

A janitorial services activity log must be maintained at the site by the Contractor in which the Contractor must record all the completed scheduled/periodic work performed, as well as any instance identified in section 6.3. The log must be provided to the Site Authority or designate on a monthly basis. The Site Authority or designate will review and sign off on the activity log.

Refer to Annex E for a sample of the activity log.

10. SITE AUTHORITY RESPONSIBILITIES

10.1. Quality Control

The Site Authority or their designated representative should inspect the site at least once a month during this contract. RCMP will reject any work that is not in accordance with the requirements of the contract and will require the work to be corrected at the Contractor's expense.

10.2. Janitorial Services Activity Log (JSAL) and Communication Log

The Site Authority must on a monthly basis review the activity log against the schedule, validate work was completed, record any communication with the Contractor on the Communication Log (see Annex F), and sign the activity log.

The Site Authority must maintain a copy of the activity log for each month of the contract, for the duration of the contract.



The Site Authority must ensure the services are being performed in accordance with the contract and to record on the Communication Log when this is not the case and notify the Contracting Authority at minimum each month if there are any performance issues with the contract.

11. LANGUAGE OF WORK

The language of all work and deliverables must be English.

12. LOCATION OF WORK

The work must be performed at:

Royal Canadian Mounted Police Punnichy Detachment 205 Queen Street Punnichy, SK S0A 3C0 Canada

13. TRAVEL

The Contractor is responsible for travel to and from the site, and for all costs associated with travel to and from the site.

14. MEETINGS

The Contractor must attend any meetings requested by the Site Authority or designate on an ad hoc basis, e.g. regarding any deficiencies with the work performed under the contract. The Site Authority will schedule any meetings within the work schedule that has been established per section 8.

15. GOVERNMENT SUPPLIED MATERIAL (GSM)

RCMP will provide all consumables required for the Contractor to perform work under the contract, except what the Contractor is required to supply consumables per section 16. For example, RCMP will provide hand soap, toilet tissue, light bulbs, sand/ice melt, and paper towels.

16. CONTRACTOR SUPPLIED MATERIAL

The Contractor must provide all cleaning products and disinfectants, all tools, equipment and equipment consumables (including, but not limited to mops, pails and vacuum cleaners) and protective clothing/equipment, unless otherwise stipulated or stated in the contract.

At the end of the contract, the Contractor is entitled to remove its cleaning products and disinfectants, tools, equipment, and equipment consumables.

17. RCMP SUPPORT

The RCMP will provide the Contractor the following:

- Access to the site where janitorial work must be performed;
- Utility room/janitorial closet for supplies and equipment.



APPENDIX A TO ANNEX A RCMP Cellblocks and Detention Areas Cleaning Services Standard Operating Procedure (SOP)

1. Purpose

To maintain the cleanliness of RCMP Cellblocks and Detention Areas using appropriate cleaning procedures, supplies and equipment while ensuring a safe environment for the Contractor and Contractor's personnel, the RCMP, visitors, and persons in custody.

2. Background and Specific Scope of the Requirement

This SOP is intended to provide general guidelines for cleaning. The Detachment Commander may be required to modify procedures to meet the level of cleaning services deemed necessary for their unit.

Contractor and/or Contractor's personnel engaged in cleaning of cellblocks and detention areas must be aware of the potential for contact with infectious diseases and follow safe cleaning procedures as required.

Contractor and/or Contractor's personnel working in cellblock and detention areas should be aware that appropriate immunization for vaccine-preventable disease to reduce the risk of exposure to communicable diseases is available and should be obtained. For more information on immunization, consult the "Canadian Immunization Guide".

3. Safeguards

The Contractor must have a set of cleaning equipment (mop/ mop head, pail, cleaning cloths, etc.) used specifically for cleaning the cell block and detention area only.

All Contractor's personnel performing service on this contract must:

a. General

- i. Wear personal protective equipment and clothing as directed by the Contractor.
- ii. Know the potential hazards and safe handling practices for all cleaning and disinfecting products and equipment in use.
- iii. Follow procedures and safe work practices.
- iv. Use cleaning products according to the manufacturer's recommendation to ensure proper and safe application.
- v. Consider all biological waste as infectious.

b. Feces and Bodily Fluids

- i. Contractor to ensure Contractor's personnel be properly trained to handle contact with feces and bodily fluids to ensure they understand potential hazards, take necessary precautions, and use proper supplies for clean-up.
- ii. Wear appropriate personal protective equipment for the situation, such as gloves, face shield, safety boots or protective shoe covers, and gown or apron as provided by the Contractor.



4. Routine Cleaning

The RCMP Site Authority or Designate will determine the frequency and methods of cleaning and disinfecting according to: type of surfaces or areas to be cleaned; amount of soiling; number of people and degree of activity in the area; and risk to employees, visitors, Contractor and/or Contractor's personnel and persons in custody. Cellblock and/or detention area cleaning must occur within the operating hours and schedule of work to be performed for the Contract. The estimated number of cells and/or detention areas to be cleaned in a week is: 8, although the number varies from week to week.

- a. Keep all cells, secure interview rooms, prisoner/visitor rooms, patrol corridor, breath test analysis and telephone access rooms, washrooms and other holding areas and guardroom counter free of garbage and debris.
- b. Check and dispose of feminine napkins in biohazard containers mounted in the cellblock daily or as necessary.
- c. Remove, as per schedule, visible dust and dirt from cells, secure interview rooms, prisoner/visitor rooms, breath test analysis and telephone access rooms, washrooms, patrol corridor, other holding areas and guardroom counter using appropriate equipment and detergent and use a brush, sponge or mop to remove stains. Routinely sanitize all areas using appropriate disinfectant and dedicated cleaning equipment.
- d. Clean and sanitize bunks and mattresses as required (and after each use when practicable) with appropriate products and recommended procedures.
- e. Clean floor drain grills and vent grills to keep them clear.
- f. Clean/wipe all camera covers (plexiglass), where they exist.
- g. Report all spills, accidents, incidents, etc. to your on-site supervisor or the RCMP Site Authority or Designate, as applicable and record in you log book.

5. Cleaning of Feces and Bodily Fluids

- a. Site Authority will restrict access to area.
- b. Put on the appropriate personal protective equipment for the situation.
- c. Collect clothes, linen and material soiled with feces and bodily fluids with minimum agitation and put in appropriate sealed, labeled bio-hazard, leak proof container provided by the Contractor.
- d. Remove feces and bodily fluids with disposable towels before disinfecting.
- e. Wash thoroughly and then sanitize area, including bunks and mattresses with appropriate equipment and solution and allow to dry.
- f. Dispose of all contaminated articles as per municipal or provincial disposal regulation/protocols and use disposal equipment or if reusable, decontaminate equipment used for clean-up, such as buckets and mops.
- g. Remove protective equipment before leaving the location of the spill and wash hands thoroughly with warm water and soap, after removing gloves.
- h. Shower and change as soon as possible if clothing is contaminated and dispose of clothes accordingly.



ANNEX "B"

BASIS OF PAYMENT

Bidder's Pricing:

- Prices are firm.
- Prices are to include the complete cost of performing the work under this contract.
- Firm Prices are in Canadian Dollars.
- Prices do not include GST, however GST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

ltem	Description	Rate (a)	Term (b)	Price (a x b)
1	Janitorial Services – Initial twenty-four (24) month term Inclusive rate per month, excluding GST	\$/month	X 24 months=	\$
2	Janitorial Services – First twelve (12) month option period Inclusive rate per month, excluding GST	\$/month	X 12 months=	\$
3	Janitorial Services – Second twelve (12) month option period Inclusive rate per month, excluding GST	\$/month	X 12 months=	\$
4	Janitorial Services – Third twelve (12) month option period Inclusive rate per month, excluding GST	\$/month	X 12 months=	\$
		Total Price of Bid	(1+2+3+4):	\$

Column (a) must be completed in its entirety or the bid will be considered non-responsive and will not be evaluated.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)

						SRCL #2023-111395	
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6. c) Is this a	commercial courie	rordeliv	very requirement with no overr	ight storage?			I No Ye
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ANNEX "D"

INSURANCE REQUIREMENT

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act, S.C. 1993, c. J-2</u>, 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:

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.



ANNEX "E"

JANITORIAL SERVICES ACTIVITY LOG

DATES:	to MONTH:	YEAR:		-	1				
	DESCRIPTION	FRQY	SUN	MON	TUES	WED	THURS	FRI	SAT
DAILY (5 times	per week), TWO TIMES PER WEEK,								
THREE TIMES F	PER WEEK, WEEKLY								
Empty and clean all	exterior/perimeter entrance ashtrays where	Daily							
applicable.		a na a cuen							
	entrance door glass and side lights.	Daily							
	I interior and exterior ornamental metal.	Daily							
	eted floor areas and stairways, including floor	Daily							
mats.		1000 (March 10)							
	skets and place waste in containers ready for Dispose of garbage as per the RCMP Site	Daily							
Authority or designa									
	washrooms to ensure sanitary conditions.	Daily	-						
	s (both sides), bowls, urinals, wash basins,	Daily							
	re, all flush tanks, dispensers, mirrors, shelves,								
	exposed piping and plumbing fixtures, floors etc.								
	er from washrooms. Empty, wash and disinfect	Daily							
	ooms. Replace sani-bags.	1520							
	upplies exist in washrooms. Replenish paper	Daily							
	soap and menstrual products.	- 2010							
	op all flooring that isn't carpet, including	Daily							
stairways. Spot clean carpet a:		Daily	_						
	from all walkway mats.	Daily	-		-				
	hout the building clean and polished.	Daily	-		-				1
	polish public lobbies and entrance hallways and	Daily							
heavy traffic areas.	sonon public lobbles and childrice narways and	Duny							
	urfaces, counter tops and furniture, picture	Daily							
	tures, window sills, ledges, etc.								
Wash and disinfect	shower walls, floor and fixtures	Daily							
	blue bin unprotected paper and cardboard, any	Daily							
other recycling e.g.	cans/bottles)	1100007.00							
	m flooring and rubber matting.	Weekly							
	ment surfaces (e.g. handles, bench surfaces,	Weekly							
	al rails, hand weights, mats, etc)								
	refuse receptacles in washrooms.	Weekly							
	d furniture and freestanding screens, clean/polish	Weekly							
all leatner, vinyl and	d leatherette upholstered furniture.								
			-						
			-						
			-	1	1				1

RCMP Site Authority (Print Name)

RCMP Site Authority Signature



DESCRIPTION	FRQY	INITIALS	DATE	NOTES								
ONTHLY (M)												
st window blinds.	Monthly					•						
se down garage and secure bay floors and other concrete floors.	Monthly											
ash all finger marks and smudges from walls, doors, partitions, Iges and framework.	Monthly											
ash all glass partitions, draft deflectors and cabinet glass.	Monthly											
ash basement floors and walls	Monthly										[
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RCMP Site Authority (Print Name)

RCMP Site Authority Signature



DESCRIPTION	FRQY	INITIALS	DATE	NOTES								
QUARTERLY (E3M), SEMI-ANNUALLY (E6M),												
ANNUALLY (Y), AS REQUIRED (AR)												
Vash door grilles, air intake grilles, air diffusers and metal work.	Every 3 months					i						
trip and wax all vinyl floors, remove gum and other foreign residue.	Every 6 months											
Vash washroom walls.	Every 6 months			-	-	-						
Dust and polish all wood paneling, walls and partitions.	Every 6 months											
Vash both sides of all exterior windows, including draft deflectors, ash window framing, storm sash and screens, leaving all surfaces iv and free of streak marks.	Every 6 months											
Clean all exterior light fixtures as required (minimum twice per year).	Every 6 months											
Clean all interior light fixtures and covers.	Yearly											
Clean/wash window coverings, e.g. blinds	Yearly											
Vash all walls, ceilings, partitions and woodwork.	Yearly											
Inclog and clean toilets and drains immediately, providing no lumbing work is required. Notify the Site Authority or Site withority's designate if plumbing work is necessary.	As required											
Replace bumt out light bulbs and fluorescent tubes. Dry wipe tubes, bulbs and shielding when making replacements.	As required											
Remove mats, steam clean mats, clean underneath the mats and eplace the mats.	As required											
nsure that steps, entrances and sidewalks to the building are clear if snow and ice, and apply sand/ice melt as required (in a 5 ft radius rom entrance ways – See Annex *A* - Section 2.3.2, Weather.)	As required											
Keep the main and service entrances clear of debris, i.e. paper, arton, refuse cans, slush, sand etc. in order to maintain a clean and dv appearance at all times.	As required											
Clean/remove spider webs from exterior light fixtures and above loorways.	As required											
Secured areas such as the exhibit rooms and file storage areas are included in this contract, and only under the escort of the Site authority or Site Authority's designate.	As required											
Cell area is to be cleaned and disinfected – as instructed by the Site withority or Site Authority's designate. See attached Appendix A-1 standard Operating Procedure (SOP) – Cleaning of RCMP Publicks and Detention Areas.	As required											

RCMP Site Authority (Print Name)

RCMP Site Authority Signature



AGE 5			
SPECIAL OCCURENC	DATE	LOCATION	REPORTED TO
DESCRIPTION	DATE	LOCATION	REPORTED TO

RCMP Site Authority (Print Name)

RCMP Site Authority Signature



ANNEX "F"

COMMUNICATION LOG



Contractor	Contract numbe	r	Date of occ	urrence	
Work location	Purchase requis	ition number	RCMP Site	Authority	
				rialionty	
Summary of occurrence					
Summary of discussion of occu	rrence with Contract	or			
Date of discussion:		_			
Participants:					-
Resolution and plan of action to	o rectify deficiency				
Contractor's size store	Data	RCMP Site Auth	ority's	Data	
Contractor's signature	Date	Signature	,	Date	



ANNEX "G"

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS – CERTIFICATION

1. Set-aside for Indigenous Business

- **1.1** This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set aside Program for Indigenous Business, see <u>Annex 9.4</u>, Supply Manual.
- 1.2 The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- **1.3** The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or venture between an Indigenous business and a non-Indigenous business.
- **1.4** The Bidder must check the applicable box below:
 - i. () The Indigenous business has fewer than six full-time employees.

OR

- ii. () The Indigenous business has six or more full-time employees.
- **1.5** The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

2. Owner/ Employee Certification – Set-aside for Indigenous Business

If requested by the Contracting Authority, the Contractor must provide the following certification for each owner and employee who is Indigenous:



I am ______(insert "an owner" and/or "a full-time employee") of _______(insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature



APPENDIX "1"

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

f<u>or: Janitorial Services – RCMP Punnichy Detachment – M5000-24-5622/A</u> (Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

<u>Debbie McPherson</u> (Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

______that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- 6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

Canadä



- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



APPENDIX "2"

FORMER PUBLIC SERVANT CERTIFICATION

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.



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.



APPENDIX "3"

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid oroffer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the namesof all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to <u>Information Bulletin: Required information to submit a bid or offer</u> for additional details.

Supplier information

Supplier's legal name:
Organizational structure:
Corporate entity
□ Privately owned corporation
□ Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:
M5000-24-5622/A



Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

List of names

Name	Title

Declaration

I, (name)______, (position)______, of (supplier's name)______, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also awarethat after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.



APPENDIX "4"

BID SUBMISSION CHECKLIST

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Ensure the following pages are completed in full and attached to the bid submission:

- Front Page of Invitation to Tender (ITT) document signed and dated
- 6.5.4 Contractor's Representative
- Annex "B" Basis of Payment
- Annex "G" Set-aside Program for Indigenous Business Certification (if applicable)

The following documents can be submitted with the bid; or submitted after, upon request from the Contracting Authority:

Front Page of Amendment ITT document(s) (if applicable) - signed and dated.

Annex "D" – Insurance Requirement

Appendix 1 – Certificate of Independent Bid Determination

- Appendix 2 Former Public Servant Certification
- Appendix 3 List of Names for Integrity Verification Form

Note: Ensure all the costs of doing business are included in the bid price.

(*Including Insurance requirements – see Annex "D")