# RETURN BIDS TO EMAIL ADDRESS: RETOURNER LES SOUMISSIONS À:

Email - courriel:

Ginette.AliagaGallo@dfo-mpo.gc.ca

#### **REQUEST FOR PROPOSAL**

# **DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

THIS DOCUMENT CONTAINS A MANDATORY SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE DE SÉCURITÉ OBLIGATOURE Title - Sujet

Janitorial Services: Cleaning and Housekeeping Fisheries and Oceans Canada (DFO), Canadian Coast Guard Seal Cove

Base, Prince Rupert, British Columbia.

Date

August 2, 2019

Solicitation No. - Nº de l'invitation

FP802-180147

Client Reference No. - No. de référence du client

F1497-181004

Solicitation Closes - L'invitation prend fin

At /à: 2:00 PM (EDT) Eastern Daylight Time
On / le: Wednesday, September 11, 2019

F.O.B. – F.A.B

**GST - TPS** 

**Duty - Droits** 

Destination See

See herein — Voir ciinclus See herein — Voir ci-inclus

Destination of Goods and Services – Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Ginette Aliaga

Email - courriel:

Ginette.AliagaGallo@dfo-mpo.gc.ca

Delivery Required – Livraison exigée

See herein — Voir ci-inclus

Delivery Offered – Livraison proposée

Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:

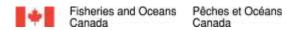
Telephone No. - No. de téléphone

Facsimile No. - No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature Date

Canadä



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#### **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program of Public Works and Government</u> Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

### 1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

# 1.3 Mandatory Site Visit

A Mandatory Site Visit will be held on <u>Wednesday, August 14, 2019 at 10:00 AM (PDT)</u> at Fisheries and Oceans Canada Canadian Coast Guard Base Seal Cove, 1 Seal Cove Way, Prince Rupert, BC. It is a requirement for all persons wishing to tender on this project to attend this meeting at the site to familiarize themselves fully with a scope of work and the tendering requirements. The Bidder's representative must sign as attendance list and attend the entire site visit, to have their bid submission considered responsive.

### 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 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).", Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, and Canada-Ukraine Free Trade Agreement.

# 1.6 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at

1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

#### **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 Fisheries and Oceans Canada (DFO), 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 DFO 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> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) e-mail address by the date, time and place indicated on page 1 of the bid solicitation.

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

# 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (5) business 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 British Columbia.

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

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

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

**Section I:** Technical Bid (1) one soft copy in PDF format)

**Section II:** Financial Bid (1) one soft copy in PDF format)

**Section III:** Certifications (1) one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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 <a href="Policy on Green Procurement">Policy on Green Procurement</a> (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 fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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

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

# Section III: Certifications

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

# 3.1.1 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.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 **Evaluation Procedures**

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

#### 4.1.1 **Technical Evaluation**

# 4.1.1.1 Mandatory Technical Criteria

Please see Annex G for details

# 4.1.1.2 Point Rated Technical Criteria

Please see Annex G for details

#### 4.1.2 **Financial Evaluation**

The estimated quantities listed under Annex "E" are for evaluation purposes only and will not form part of any resulting contract.

The total bid price will be calculated by multiplying the unit price for each line item by the associated estimated usage and summing the values.

Calculation will be applied to each year of pricing and all periods will be totalled to determined the total evaluated price of the bid.

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price

#### 4.2 **Basis of Selection**

#### 4.2.1 **Basis of Selection - Minimum Point Rating**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of (57) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of (95) points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

# 5.1.2 Additional Certifications Required with the Bid

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the <u>Bidder must provide the required documentation</u>, 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 website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled <a href="Federal">Federal</a>
<a href="Contractors Program for Employment Equity - Certification">Federal</a>
<a href="Contrac

# 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 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.

### 5.2.3.2 Contractor's Representative

Name:	 
Title:	 
Address:	 
Telephone:	 
Facsimile:	 
F-mail·	

The Contractor's Representative for the Contract is:

# **5.2.3.3 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:
The f	following certification signed by the contractor or an authorized officer:
"I cer	tify that I have examined the information provided above and that it is correct and complete"
	Signature
Print	Name of Signatory

#### 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 provided by the Contract Security Program) apply and form part of the Contract.
- 6.1.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

The Contractor MUST NOT remove any PROTECTED information or assets from the identified work sites (s), and the Contractor must ensure that its personnel are made aware of comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC

The Contractor must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex "B".
- b) Industrial Security Manual (Latest Edition).

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at Sandy.Regala@dfo-mpo.gc.ca or at 604-363-9234 phone.

6.1.1.2 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "B-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

# 6.2 Statement of Work

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

## 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 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.

#### 6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

# 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The contract period is to estimated to be from the date of contract award to September 30, 2020 inclusive.

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

Option periods if exercised will be October 1, 2020 through to September 30, 2021, and from October 1, 2021 to September 30, 2022.

# 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ginette Aliaga

Title: <u>Senior Procurement Officer</u> Fisheries and Oceans Canada

Directorate: <u>Material and Procurement Services</u> Address: <u>200 Kent Street, Office 9N089A</u>

Telephone: 343-540-9331

E-mail address: Ginette.AliagaGallo@dfo-mpo.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: (To be determined at contract award)
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:
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 Contractor's Representative (To be determined at contract award)
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
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 Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.
6.7 Payment
6.7.1 Basis of Payment – Cost reimbursable – Limitation of expenditure
The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "E", to a limitation of expenditure of \$

#### 6.7.2 Limitation of Expenditure

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 6.7.3 Monthly 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.

#### **6.7.4** Electronic Payment of Invoices – Contract (To be determined at contract award)

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

### 6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
  - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

6.8.1.2 The Contractor must submit invoices in accordance with the section entitled

"Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

## 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.

# 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

# 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in <u>British Columbia</u>.

### 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 <u>2010C</u> (2018-06-21); General conditions: Services (medium complexity)
- (C) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List;
- (e) Annex E, Basis of Payment (Tender Prices)
- (f) Annex F, Insurance Conditions
- (g) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

#### 6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

# 6.13 Insurance - Specific Requirements G1001C (2013-11-06)

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

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

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

# ANNEX "A"

# STATEMENT OF WORK

(See attachment)

Contract Number / Numéro du contrat

# ANNEX "B"

# SECURITY REQUIREMENTS CHECK LIST

<b>=</b> + =	Government	Gouvernement	Γ		Contract Number / Numéro du contr	rat
	of Canada	du Canada			F1497-181004	
					Security Classification / Classification de UNCLASSIFIED	sécurité
PART A - CC	DUTRACT INFORM	JISTE DE VÉRIFIC	CURITY REQUIREMENT ATION DES EXIGENCES	RELATIVE	IST (SRCL) S À LA SÉCURITÉ (LVERS)	
1. Originating	Government Depa	rtment or Organizatio	on /	5-55-53-05-7	2. Branch or Directorate / Direction génér	rate ou Direction
			FISHERIES AND OCEAN		RPSS / SEAL COVE BASE	
3. a) Subcont	tract Number / Num	éro du contrat de sou	us-traitance 3. b) Nam	e and Addres	s of Subcontractor / Nom et adresse du s	ous-traitant
4. Brief Desc	ription of Work / Bri	ève description du tra	vail			
AL	NITORIAL SERV	ICES: CLEANING /	AND HOUSEKEEPING OF	MULTIPLE	BUILDINGS AT SEAL COVE BASE	
		cess to Controlled Go				No Yes
5. b) Will the	supplier require ac	cess to unclassified m	nilitary technical data subject t	o the provision	ns of the Technical Data Control	/ No Yes
Regulati		he A dae doonlas tas	Anlouse militalese man atauais		ssujetties aux dispositions du Règlement	Non Out
	ontrôle des données		amiquee militaires non cassin	ees qui sont a	issujatios aux dispositions du regement	
\$1000 000 00 DOM:		quired / Indiquer le ty				
Le fourn (Specify	risseur ainsi que les the level of access	s employés auront-ils susing the chart in Qu	uestion 7. c)	ou à des bien	ormation or assets? s PROTÉGÉS el/ou CLASSIFIÉS?	Non Yes
6 b) Will the	supplier and its em	en utilisant le tableau plovees (e.g. cleaner	u qui se trouve à la question 7 s. maintenance personnel) re-	. c) ruire access t	o restricted access areas? No access to	No Yes
PROTE	CTED and/or CLAS	SIFIED information of	x assets is permitted.			Non V Oui
Le fourn	isseur et ses empk	oyés (p. ex. netloyeur	s, personnel d'entretien) auro ÉS et/ou CLASSIFIÉS n'est pa	nt-lis accès à	des zones d'accès restreintes? L'accès	CH CONTRACTOR ACCOUNT
6, c) is this a	commercial courier	or delivery requirem	ent with no overnight storage on commerciale sams entrapo	7		✓ No Yes
7, a) Indicate	the type of informa	tion that the supplier	will be required to access / In	diquer le type	d'information auquel le fournisseur devra	avoir accès
2001-10000 11A0000	Canada		NATO / OTAN		Foreign / Étranger	
7. b) Release	restrictions / Restr	ictions relatives à la c	liffusion	ш		
No release			All NATO countries		No release restrictions	
à la diffusion	triction relative	_	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not released A ne pas dif			0			72-0105
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Specify cou	ntry(les): / Préciser	le(s) pays :	Specify country(les): / Précis	er le(s) pays	Specify country(les): / Précis	er le(s) pays :
7. c) Level of	information / Nivea	u d'information				
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PROTEGE			NATO RESTRICTED	INTE	PROTECTED B PROTÉGÉ B	
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Contract Number / Numero du contrat F1497-181004 Security Classification / Classification de sécurité
UNCLASSIFIED

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8. Will the sup		ED and/or CLASSIFIED COMSEC			No Yes
Le fournisse if Yes, indic	eur aura-t-il accès à des renseigne ate the level of sensitivity;	ments ou à des biens COMSEC dé	isignės PROTĖGĖS et/ou C	LASSIFIÉS?	Non LOut
Dans l'affire	native, indiquer le niveau de sensil				
		ensitive INFOSEC information or a ments ou à des biens INFOSEC de		107	No Yes Non Oui
	s) of material / Titre(s) abrégé(s) di Number / Numéro du document :	u matériel :			
PART B - PER	RSONNEL (SUPPLIER) PARTIE	B - PERSONNEL (FOURNISSEUR	3)		
10. a) Personr	nel security screening level require	d / Niveau de contrôle de la sécurit	du personnel requis		
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	SITE ACCESS ACCES AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux :				
	NOTE: If multiple levels of screen REMARQUE: Si plusieurs nivea	ning are identified, a Security Classific ux de contrôle de sécurité sont req	ration Guide must be provided uis, un guide de classificatio	i. n de la sécurité doit é	tre fourni.
10. b) May uns	creaned personnel be used for po	rtions of the work?	and the same of th		No Yes
	onnel sans Butonkation secuntaire vill unscreened personnel be escol	peut-il se voir confier des parties d	u trava#?		NonOui
	ffirmative, le personnel en questio				✓ Non Yes
DATE FAR	ECHAPAS ELIANDES AND AND A	C.C. HISOLIEES DE BROTESTION	NATIONAL DESCRIPTION OF THE PROPERTY OF THE PR		
	ON / ASSETS / RENSEIGNEN	ELC - MESURES DE PROTECTION	(EOURNISSEUR)		
	on mount in inchesion in	LATO / GIENS			
		d store PROTECTED and/or CLASS	SIFIED Information or assets	on its site or	No Yes
Le fourt CLASSI	isseur sera-t-il tenu de recevoir et	d'entraposer sur place des renseig	nements ou des biens PRO	rÉGÉS et/ou	Non LOui
14 6/1800 46-		00110701.7			
	supplier be required to safeguard i isseur sera-t-il tenu de protéger de	COMBEC information or assets? es renseignements ou des biens CC	DMSEC?		V Non Yes
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11. c) Will the p occur at	roduction (manufacture, and/or repa the supplier's site or premises?	air and/or modification) of PROTECT	ED and/or CLASSIFIED mate	rial or equipment	No Yes
Les instr		is à la production (fabrication et/ou ré	paration et/ou modification) d	e matériel PROTÉGÉ	L★] Non [_]Ou
INFORMATIO	ON TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATIO	N (TI)	
11. d) Will the s	supplier be required to use its IT system or data?	terns to electronically process, produ	ce or store PROTECTED and	or CLASSIFIED	✓ Non Yes
Le fourn	isseur sera-t-il tenu d'utiliser ses pro ements ou des données PROTÉGÉ	pres systèmes informatiques pour tr ES et/ou CLASSIFIÉS?	alter, produire ou stocker élect	roniquement des	
Dispose	t be an electronic link between the s ra-t-on d'un lien électrorique entre k ementale?	upplier's IT systems and the governr e système informatique du fournisseu	nent department or agency? Ir et ceiul du ministère ou de l	agence	No Yes Non Oui
TROMOT SE	. 400/2004 #40\		* * * * * * * * * * * * * * * * * * * *		
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		UNCLASSIF	IED		Canada

Page 20 of - de 30



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

F1497-181004

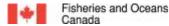
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TB8/8CT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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# ANNEX "B-1" PERSONNEL IDENTIFICATION FORM (PIF) **DEPARTMENT OF FISHERIES AND OCEANS CANADA**

		Contrac	t / file numl	ber:	# F1497-1	81004	
PROJECT TITLE:	Janitorial Service Canadian Coast						da (DFO),
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Services	s (Add second pa	age if mor	e space nee	ded, please	print clear	rly)	
Resource Person working on this project	Date of birth YYY/MM/DD	PV	PWGSC file or certificate #		Meet	Does not Meet	Comments
Contractor's Authoriz  Date:  (For Official Use)		Bidder) : _					
Company Clearance	Required	Security Level	Meet / I	Does not M	eet / Comi	ments (Offi	cial Use Only)
Designated Organization Screening		2010.					
Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries a Authorization of Cont  I approve I do not approve Contracting Security  Date:	racting Securit ve based on: Authority:	y Authori					

# ANNEX "C" to PART 3 OF THE BID SOLICITATION

# **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):
( ) MasterCard Acquisition Card;
( ) Direct Deposit (Domestic and International);

# ANNEX "D" to PART 5 OF THE BID SOLICITATION

# FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

render the bid non-responsive or constitute a default under the Contract.
For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
) A1. The Bidder certifies having no work force in Canada.
) A2. The Bidder certifies being a public sector employer.
) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.  OR
( ) A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
3. Check only one of the following:
) B1. The Bidder is not a Joint Venture.
OR
<ul> <li>B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)</li> </ul>

## **ANNEX "E" - BASIS OF PAYMENT**

- **Price Submissions:** The Bidder takes full responsibility for all costs submissions. Any errors or omissions on the part of the bidder remain that of the bidder and are not the responsibility of the Fisheries and Oceans Canada to verify.
- The bidder must quote a firm, all-inclusive prices, including all equipment and travel needed to perform the work as detailed in Annex "A" Statement of Work. All surcharges (if applicable) must be included in the prices quoted herein.
- All prices/rates excludes all applicable taxes. Applicable taxes will be added to the invoices as a separate item.
- FOB Destination
- The estimated quantities are for evaluation purposes only.

CONTRACT PERIOD: from October 1, 2019 to September 30, 2020 inclusive OPTION YEAR #1: from October 1, 2020 to September 30, 2021 inclusive OPTION YEAR #2: from October 1, 2021 to September 30, 2022 inclusive

# A. CLEANING OF FACILITY AS PER DETERMINED SCHEDULED DETAILED IN ANNEX "A" – STATEMENT OF WORK

Description		Estimated quantity	Unit Price		
			Contract period	Option year #1	Option year #2
1.	Cleaning Crew:				
	a) All-inclusive monthly rate for the cleaning crew to perform the work detailed in Annex "A" (excluding supervisor)	12 months	\$/ month	\$/ month	\$/ month
2.	Cleaning Supervisor:				
	<ul> <li>All-inclusive monthly rate for the Cleaning Supervisor to perform the work detailed in Annex "A":</li> </ul>	12 months	\$/ month	\$/ month	\$/ month

### B. ADDITIONAL WORK OUTSIDE OF THE REGULAR SCHEDULE

Please note that throughout the entire term of this contract the charge out rate will be the rate used when calculating the cost for project work that may occur under this contract.

The RPSS Site Representative reserves the sole right to calculate the time necessary to perform the any additional tasks to the desired standard required.

Description		Estimated quantity	Unit Price		
			Contract period	Option year #1	Option year #2
1.	Cleaning Staff Member:				
	b) All-inclusive charge out rate for Cleaning Staff	25 hours	\$/ hour	\$/ hour	\$/ hours
2.	Cleaning Supervisor:				
	b) All-inclusive charge out rate for Cleaning Supervisor	25 hours	\$/ hour	\$/ hour	\$/ hours

## **ANNEX "F" - INSURANCE CONDITIONS**

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

#### 1. Definitions

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

#### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

#### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

### 4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

#### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

# 6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

# 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

# 8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

# The Minimum Acceptable Amount is \$1,000,000.00.

- 8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.
- 9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

# Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00**.

# **ANNEX "G" - EVALUATION CRITERIA**

#### PROPOSALS:

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

### **MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidder's Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Proponent may include the following table in their proposal, indication that their proposal meets the mandatory criteria, and providing the proposal number or section that contains information to verify that the criteria has been met.

No	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	Bidder must provide a copy of your Company's current, local Municipal Business License covering Prince Rupert, BC.		
M2	Bidder must provide a copy of your Company's current Work Safe BC clearance letter.		
М3	Bidder must provide a copy of your Company's benefit package for your employees (designate if the benefits are not the same for Supervisors and Staff)		
M4	Bidder must provide a letter from their Insurance provider stating Insurance is obtainable if they were to be awarded a contract from this RFP process.		
M5	Contractor must demonstrate a minimum of 3 years' experience since June 1, 2014 in the field of commercial janitorial service.		
М6	Bidder must provide proof/copy that all proposed resource personnel have the required "Reliability Status" clearance		
M7	Bidder must provide a copy of the complete CCG Base, Seal Cove, Prince Rupert, BC documents: - Cleaning Standards - Terms of Reference and Conditions Cleaning Equipment Cleaning Firms Statement of Qualifications - Quotation Supplement		

### POINT RATED REQUIREMENTS:

POINT RATED REQUIREMENTS	POINTS	
R1 (Maximum 10 Points Available)  Supervisor's years of experience in the janitorial field as a supervisor, please provide proof.	0 pts for less than 1 yr experience, 2 pts for 1 to less than 3 yrs experience 5 pts for 3 to less than 5 yrs experience 8 pts for 5 to less than 8 yrs experience 10 pts for 8+ yrs experience	
R2 (Maximum 10 Points Available)  Supervisor's years of experience in the janitorial field as a cleaner, please provide proof	0 pts for less than 1 yr experience, 2 pts for 1 to less than 3 yrs experience 5 pts for 3 to less than 5 yrs experience 8 pts for 5 to less than 8 yrs experience 10 pts for 8+ yrs experience	
R3 (Maximum 20 Points Available)  Your Company's years of experience in the janitorial field, please provide proof.	0 pts for less than 3 yr experience, 5 pts for 3 to less than 5 yrs experience 10 pts for 5 to less than 8 yrs experience 15 pts for 8 to less than12 yrs experience 20 pts for 12+ yrs experience	
R4 (Up to 15 Points Available per resource. Maximum total of 45 points available)  Contractors resources years of experience in the janitorial field, please provide proof for 3 of the individual resources you are proposing	(each employee will be rated separately)  0 pts for less than 1 – 3 yrs. experience, 3 pts for 3 to less than 5 yrs experience 6 pts for 5 to less than 8 yrs experience 12 pts for 8 to less than 12 yrs experience 15pts for 12+ yrs experience	
R5 (Maximum 10 Points Available)  Demonstrate your Company's uniform policy	0 points for no uniform policy 5 points for partial uniform 10 points for full uniform	

Total points (R1, R2, R3, R4, R5): 95 points maximum

Proposals MUST receive a rated requirements minimum score of 57 points over all in order to be considered technically responsive. Those not meeting the minimum score of 57 points will not be considered further.