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Request for Proposal (RFP) Demande de proposition (DDP)

Proposal To: Natural Resources Canada

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

Comments - Commentaires

Issuing Office - Bureau de distribution

Natural Resources Canada Ressources naturelles Canada 1055 PEPS Street Quebec (Quebec) G1V 4C7

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Title - Sujet		
Janitorial Services (Housekeepin Varennes	ıg) –	CanmetENERGY -
Solicitation No. – No de l'invitation		Date
RNCan-5000048398		September 26, 2019
Requisition Reference No Nº de la deman	ide	
155534		
Solicitation Closes – L'invitation prend fin		
at – à 02:00 PM EST on – le November 6, 2019		
Address Enquiries to: - Adresse toutes que	stions	à:
catherine.boilard@canada.ca		
Telephone No. – No de telephone	Fax No	o. – No. de Fax
418-648-5654		
Destination – of Goods, Services and Const Destination – des biens, services et constru		n:
CanmetENERGY - Varennes		
Natural Resources Canada		
1615 Lionel-Boulet blvd. Varennes, QC		
J3X 1S6		
Security – Sécurité		
There are security requirement requirement.	ts as:	sociated with this
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de	e l'entre	epreneur
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur:		
Name and Title of person authorized to sign print)	on bel	half of Vendor/Firm (type or
Nom et titre de la personne autorisée à sign l'entrepreneur (taper ou écrire en caractères		
Signature	Date	

TABLE OF CONTENTS

PART 1	I - GENERAL INFORMATION	5
1.1 1.2	Introduction	5
1.3	Debriefings	
PART 2	2 - BIDDER INSTRUCTIONS	6
2.1 2.2 2.3 2.4 2.5 2.6	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
PART 3	3 - BID PREPARATION INSTRUCTIONS	8
3.1	BID PREPARATION INSTRUCTIONS	8
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 4.2	EVALUATION PROCEDURES	-
	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	
6.1	SECURITY REQUIREMENTS	
PART 7	7 - RESULTING CONTRACT CLAUSES	
7.1	STATEMENT OF WORK	
7.2 7.3	STANDARD CLAUSES AND CONDITIONS	
7.4	SECURITY REQUIREMENTS	
7.5	TERM OF CONTRACT	
7.6	AUTHORITIES	17
7.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.8	PAYMENT	
7.9	INVOICING INSTRUCTIONS	
7.10 7.11	CERTIFICATIONS	
	APPLICABLE LAWSPriority of Documents	
	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	
7.14		
7.15		
ANNEX	(A - STATEMENT OF WORK	22
ANNEX	(B - BASIS OF PAYMENT	27
ANNEX	C - SECURITY REQUIREMENTS CHECK LIST	28
	HMENT 1 - EVALUATION CRITERIA	

ATTACHMENT 2 - FINANCIAL PROPOSAL FORM	35
ATTACHMENT 3 – BUILDING PLANS	37

The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid. and the basis of selection:
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements and, the Security Requirements Checklist. The Attachments include the Evaluation Criteria, the Financial Proposal Form and the building plans.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for janitorial services (housekeeping) at CanmetENERGY, located at 1615 Lionel-Boulet Blvd. in Varennes.

- 1.2.1 The contract period is one (1) year with the option to extend the term of the Contract by up to three (3) additional twelve (12) month periods.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 There is an optional site visit associated with this requirement.

1.3 Debriefings

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

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.

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> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: Delete entirely
- Under Subsection 2 of Section 20: Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCan.quebec bid soumission-quebec bid soumission.RNCan@canada.ca

IMPORTANT

It is requested that you write the following information in "Subject" of the e-mail: **RNCan-5000048398-Janitorial Services-CanmetENERGY-Varennes**

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

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 Quebec.

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 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at:

1615 Lionel-Boulet Blvd., Varennes October 7, 2019 at 10:00 a.m. EDT

Please report to the reception upon arrival

Bidders must communicate with the Contracting Authority no later than forty-eight (48) hours prior to the visit **to confirm attendance** and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file

Section III: Certifications (1 electronic copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Attachment 2. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications 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.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Attachment 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 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 fifty-three points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 89 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. 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 Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder:	
OR	
Name of each member of the joint venture:	

Member 1:
Member 4:

Identification of the administrators/owners:

SURNAME	NAME	TITLE

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page).

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

5.2.3 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.

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

	o, the Bidder must provide the following information, for all FPSs in receipt of a pension, as plicable:
a.	name of former public servant;
b.	date of termination of employment or retirement from the Public Service.
former publisl	eviding this information, Bidders agree that the successful Bidder's status, with respect to being a republic servant in receipt of a pension, will be reported on departmental websites as part of the ned proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the lines on the Proactive Disclosure of Contracts.
Work	Force Adjustment Directive
	he Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force ustment Directive? Yes () No ()
lf so, t	he 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. fore	number and amount (professional fees) of other contracts subject to the restrictions of a work ce adjustment program.
	Professional fees Amount
	contracts awarded during the lump sum payment period, the total amount of fees that may be a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act

- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

☐ Our Company	y is <u>NOT an Aboriginal Firm,</u> as identified abov	e.
☐ Our Company	y is an Aboriginal Firm, as identified above.	

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder **must** hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - 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 7 - 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>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "____" and the Contractor's technical bid entitled _____, dated _____ (to be completed at contract award)

7.2 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.

7.2.1 General Conditions

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

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

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, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties

respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

- **7.4.1** The following security requirements (*SRCL* and related clauses provided by *ISP*) apply and form part of the Contract.
 - The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
 - The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
 - 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
 - 4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).
- **7.4.2** The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individual(s) hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive ((to be completed at contract award)

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional twelve (12) 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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Catherine Boilard
Title: Procurement Officer
Organization: Natural Resources Canada

Address: 1055 PEPS Street, Quebec QC G1V 4C7

Telephone: 418-648-5654

E-mail address: catherine.boilard@canada.ca

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

7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization: Address: Telephone: 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.

7.6.3 Contractor's Representative (to be provided at contract award)

Name:

Title:

Organization: Address: Telephone: E-mail address:

Proactive Disclosure of Contracts with Former Public Servants 7.7

By providing information on its status, with respect to being a former public servant in receipt of a *Public* Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.8 **Payment**

7.8.1 **Basis of Payment - Firm Price**

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

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

7.8.2 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex _____, to a limitation of expenditure of \$_____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

7.8.2.1 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (amount to be inserted at contract 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 percent committed, or
 - b. four (4) 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.

7.8.3 Method of Payment

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.

7.9 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:
NRCan.invoice imaging-service dimagerie des factures.RNCan@canada.ca
Note: Attach "PDF" file. No other formats will be accepted.
OR
<u>Fax:</u>
Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987
Note:

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: ______ (to be identified at contract award)

Invoicing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485

7.10 Certifications

Use highest quality settings available.

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

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

7.12 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 (2018-06-21), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____, (to be inserted at contract award).

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.15 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 supplier or the contractor or the name of the entity awarded this contract] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX A - STATEMENT OF WORK

1- JANITORIAL SERVICES (HOUSEKEEPING) - Basic maintenance

Service five (5) days per week, Monday to Friday, after 5:00 p.m.

Note: All housekeeping products must be recognized as environmentally "green" and an updated Safety Data Sheet (no older than three years) must be provided to the Chemical Products/Environment Manager (Alberto Di Buono).

Provide a housekeeping log to record all tasks completed daily, including locations and staff members completing each task.

PLANS AND FLOOR COVERING

Building plans are at the attachment 3

List of supplies (to be maintained at all times)

- Maintenance cart
- Mops and pails
- Garbage bags
- Toilet paper
- 3-ply hand paper towels (inclusive but not exclusive to the kitchen, workshops, laboratories, pilot plants)
- Paper rolls
- Toilet seat covers
- Hand soap
- Floor soap, stripper, wax
- All-purpose cleaner (furniture, glass, stainless steel)
- Eco-friendly phosphate-free dish soap
- Eco-friendly dishwasher detergent that dissolves well
- Bleach
- Hand sanitizer (Purel) at the exits of the washrooms and kitchen
- Degreasing hand soap for large projects (exfoliating)
- Boot mat at the entrance
- Mat at the entrance 18'x9' (during the cold and wet season at a minimum from November 1st to March 31st)

Frequency Legend:

Daily	D	Weekly	W	Monthly	М	As required	AR
Yearly	Υ	Twice a Year	2Y	Quarterly	4Y		

Particulars				
DESCRIPTION OF TASKS	FREQUENCY			
Empty and clean the garbage cans, change the bags if necessary in all areas, including but not limited to: all offices, the two (2) pilot plants, the cafeteria, the conference rooms and the laboratory areas	D			
Empty the recycling bins (paper, cardboard, metal, plastic) from all offices and common areas into the recycling bins at the back reception	D			
Clean the water coolers (outside surfaces only)	D			
Collect and dispose of waste and dust on the floors	D			
Remove stains from the surfaces of the carpeted floors	D			
Wash (washrooms, showers, inside doors, dining tables and dining room)	D			
Clean the tables and chairs in the cafeteria and conference rooms	D			
Clean the cafeteria: dining room and meal preparation room	D			
Dishwasher: – Clean (internal filter, outside surfaces and inside the doors)				
 Use the dishwasher for the glasses and cups that are collected as well as the dirty dishes in the kitchen and in the conference rooms. 				
 If full of clean dishes, empty and put them away 				
 If filled with dirty dishes, run the dishwasher and empty it when it is done 	D			
 If there are more dishes than for just one load, run the dishwasher at least twice per evening 				
 Ensure that the dishwasher is emptied and ready to use the next day 				
Collect all Canmet-labelled glasses and cups from desks and wash them in the dishwasher or by hand if necessary (put them away in the kitchen cupboards for use the next morning)	D			
Clean the entrance (exterior and interior of wooden display cases at the entrance, dust trophies in the display cases, the display cases themselves and frames, adjust the frames)	D			
Sweep up dead flies when found (e.g. in the pilot plants)	D			
Provide and clean ten (10) linen tablecloths and return them clean, ironed and ready-to-use every morning	D			

Particulars	
DESCRIPTION OF TASKS	FREQUENCY
Clean the floor drains in the two (2) pilot plants (ensure that there are no particles or solid matter in the floor drains)	W
Bring the recycling bins to the designated area at the back (on time, that is before 7:00 a.m.) for collection every Monday or according to the City of Varennes municipal schedule	W
Water the plants at the front reception	W
Clean the outside ashtrays, pick up butts	W
Vacuum all carpets in accordance with the schedule	W
Clean the plastic protectors over fluorescent lights and interior ceiling lights to ensure adequate lighting	М
Wash the carpets (offices, hallways and conference rooms)	М
Wash the floors (entrance, dining room, hallways, offices, laboratories, pilot-plants, workshops and stairs)	M and AR
Clean the vertical surfaces of walls and doors up to two (2) meters high, except laboratory areas, pilot plants, workshops and mechanical rooms and the electrical equipment room	4Y
Clean the walls	2Y (spring and fall) and AR
Wash all interior and exterior windows at the building in the spring and fall	2Y
Scrub and/or strip floors and apply finish to the floor as required	2Y
Vacuum dust from all diffusers, deflectors, ventilation grills, recessed heater grills and perimeter fan coil frames	Y
When events are held, plan for several dishwasher loads to ensure that it is empty the next morning and ready for use	AR
Dust offices (excluding computers)	W

SECTOR: KITCHEN	
DESCRIPTION OF TASKS	FREQUENCY
Dust and/or clean the appliances, furniture, counters and surfaces within reach	D
Remove any obvious marks or stains either by washing or other appropriate method	D

SECTOR: KITCHEN	
DESCRIPTION OF TASKS	FREQUENCY
Post the monthly refrigerator cleaning schedule on each refrigerator in the cafeteria	D
Refrigerators:	М
Clean the inside and outside of the refrigerators in the cafeteria Post and update the refrigerator cleaning schedule (annual list)	
Clean the inside of the kitchen cupboards	Y

SECTOR: OFFICE	
DESCRIPTION OF TASKS	FREQUENCY
Dust and/or clean the furniture, accessories, counters and surfaces within reach	D
Remove any obvious marks or stains either by washing or other appropriate method	D

SECTOR: ENTRANCE					
DESCRIPTION OF TASKS	FREQUENCY				
Remove any obvious marks or stains either by washing or other appropriate method	D				
Wash the floor and entrance doors	D				
Remove stains from the bands on the absorbent carpet	D				
Clean both sides of the glass on doors	D				
Clean and polish the door and window frames	М				
Clean both sides of the high glass dividers (out of reach)	М				

SECTOR: LABORATORIES/WORKSHOPS/PILOT PLANT	
DESCRIPTION OF TASKS	FREQUENCY
Clean the washbasins	W

SECTOR: WASHROOMS	
DESCRIPTION OF TASKS	FREQUENCY
Clean the stalls, urinals, washbasins, vanity, mirrors and other accessories, empty the garbage cans and sanitary napkin receptacles and fill supplies' dispensers	D
Remove any obvious marks or stains either by washing or other appropriate method	D
Wash the floors with a wet mop and disinfectant	D

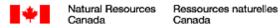
SECTOR: WASHROOMS	
DESCRIPTION OF TASKS	FREQUENCY
Wash the garbage cans and sanitary napkin receptacles	W
Clean the stall partitions	W
Wash the bottom of the walls next to the stalls, urinals and/or baths	M
Clean the floor drains	М
Scrub the floor with an electric polisher using a brush	4Y

2- JANITORIAL SERVICES (HOUSEKEEPING) - Supplementary Works

If necessary, cleanings tasks not included in the statement of works could be required by the technical authority. When necessary, the technical authority will provide to the supplier a description of the required work so that he can quote on the required amount of work. The technical authority will be responsible to confirm if the proposal is accepted.

ANNEX B - BASIS OF PAYMENT

(will be completed at contract award)



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

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ATTACHMENT 1 - EVALUATION CRITERIA

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Requirement #	Mandatory Requirements	Pass/Fail	Page # of Proposal
01	Bidders must propose a Supervisor and/or Team Leader to be assigned to this project and identify it in their bid. His/her curriculum vitae should also be included.		
O2	Bidders must have completed at least one (1) contract similar in scope and in the same area as that required at present over the last three years as of the deadline for accepting tenders.		
	Similar in scope means: an experience entailing an institutional housekeeping contract for a building at least 4,700 square feet in size, or with a monetary value of over \$50,000/year.		
	Same area means: Housekeeping services for office space or laboratories with duties equivalent to those mentioned in the statement of work in Appendix A.		
	In order to demonstrate that their company possesses the required qualifications, bidders should provide at least the following information:		
	 The title of the contract; A description of the housekeeping services provided; The name of the organization/client, including the name and phone number of a contact person; The exact dates of the contract (month and year of the start and end/delivery). 		
	If the information provided is deemed insufficient to fulfill the project requirements in terms of the above-mentioned criteria, mandatory requirement O2 will be considered a failure and the bid will be deemed non-responsive.		

Requirement #	Mandatory Requirements	Pass/Fail	Page # of Proposal
O3	The bidder must have completed housekeeping in at least one level-3 or higher BOMA-Best certified building <i>over the last three years</i> , as of the deadline for accepting tenders. In order to demonstrate that their company possesses the required qualifications, bidders should provide at least the		
	following information: - The title of the contract; - A description of the housekeeping services provided; - The name of the organization/client, including the name and phone number of a contact person; - The exact dates of the contract (month and year of the start and end/delivery).		
	If the information provided is deemed insufficient to fulfill the project requirements in terms of the above-mentioned criteria, mandatory requirement O3 will be considered a failure and the bid will be deemed non-responsive.		

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum point of 53 points of the total points available will be further considered for award of a contract. Proposals not meeting the required minimum number of points will be deemed non-responsive.

Requirement #	Technical Criteria Points	Maximum # of points	
	1. Technical Proposal		
C1	Quality of the Proposal The proposal will be rated for quality, and points will be attributed as follows: conciseness (1 point)	4	
C2	 easy to understand (2 points) quality of spelling and grammar (1 point) Understanding		
	The bidder should clearly demonstrate that (s)he is aware of and will explicitly apply all health and safety requirements (5 points maximum to each element) - environment / building (5 points maximum) - protective gear for employees / staff (5 points maximum) - products / machinery (5 points maximum) a. Excellent (5 points)	15	

	h Maria Occad (America)	<u> </u>	
	b. Very Good (4 points) c. Good (3 points)		
	d. Insufficient (2 points)		
	e. Weak (1 point)		
	f. Unacceptable (0 point)		
	See the assessment scale at the end of this document.		
C3	Management Method		
	The bidder should clearly describe the way in which (s)he proposes to ensure that the following criteria are appropriately managed: (10 points maximum to each element)		
	 quality of services use of adequate and ecologically-friendly products meeting deadlines in the calendar supervising employees (with or without specific needs and/or limitations) 	40	
	 a. Excellent (9-10 points) b. Very Good (7-8 points) c. Good (5-6 points) d. Insufficient (3-4 points) e. Weak (1-2 points) f. Unacceptable (0 point) 		
	See the assessment scale at the end of this document.		
C4	Experience of Supervisor and/or Team Leader		
	The bidder must resume his or her experience as a supervisor and/or team leader and include a curriculum vitae.		
	 a. The supervisor/team leader has at least 10 years of experience supervising housekeeping in an office building (15 points) b. The supervisor/team leader has at least 5 years of 		
	experience supervising housekeeping in an office building (10 points)	15	
	c. The supervisor/team leader has at least one year of experience supervising housekeeping in an office building (5		
	points) d. The supervisor/team leader has less than one year of		
	experience supervising housekeeping in an office building (0 point)		
C5	Bidder's experience providing housekeeping for laboratory		
	spaces.		
	Laboratories contain hazardous materials and highly sensitive scientific instruments.	12	
	The bidder should specify how many housekeeping contracts for laboratory spaces (s)he has provided over the		

	Total points	89	
	(maximum 3 points). In order to demonstrate the requirement, bidders should provide, at least, the following information: - The title of the contract; - A description of the housekeeping services provided; - The name of the organization/client - The exact dates of the contract (month and year of the start and end/delivery).	3	
C6	Additional Experience In addition to the contracts provided to fulfill the mandatory O2 and O3 criteria, 1 point will be awarded for each additional contract of similar in scope, form the same field and accredited BOMA Best level 3 or higher, up to a maximum of 3 contracts		
	 dates and a brief description. a. 3 or more contracts for housekeeping in laboratory spaces (12 points) b. 2 contracts for housekeeping in laboratory spaces (8 points) c. 1 contract for housekeeping in laboratory spaces (4 points) d. 0 contracts for housekeeping in laboratory spaces (0 points) 		

EVALUATION GRID			
Excellent	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.		
Very good	The information provided clearly shows the bidder fully understands all elements of the rated criteria.		
Good	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.		
Unsatisfactory	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.		
Poor	The information provided shows that the bidder has a basic understanding of the specified criteria.		
Unacceptable	The information provided does not meet the criteria.		

ATTACHMENT 2 - FINANCIAL PROPOSAL FORM

1. ALL-INCLUSIVE FIXED PRICE

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the firm price.

Work Periods	Firm Monthly Price (GST/PST excluded) (A)	Number of months (B)	Firm Annual Price (GST/PST excluded) (A x B)
Year 1 – (date of contract for a period of 12 months)	\$/ month	12	\$
Year 2 – Optional One Year Period – (dates will be stipulated at contract award)	\$/ month	12	\$
Year 3 – Optional One Year Period – (dates will be stipulated at contract award)	\$/ month	12	\$
A - Total Firm Price:			\$

2. Fixed Hourly Rates (Annex A.2 JANITORIAL SERVICES (HOUSEKEEPING) – Supplementary Works)

The firm hourly rates offered by the bidder for the additional work should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded.

Work Periods	Firm Hourly Rate (GST/PST excluded) (A)	Estimated* Yearly Requirement (B)	Estimated Yearly Total ** (A x B)
Year 1 – (date of contract for a period of 12 months)	\$/ hour	20 H	\$
Year 2 – Optional One Year Period – (dates will be stipulated at contract award)	\$ / hour	20 H	\$
Year 3 – Optional One Year Period – (dates will be stipulated at contract award)	\$/ hour	20 H	\$
B - Total Price - Supplementary Works			\$

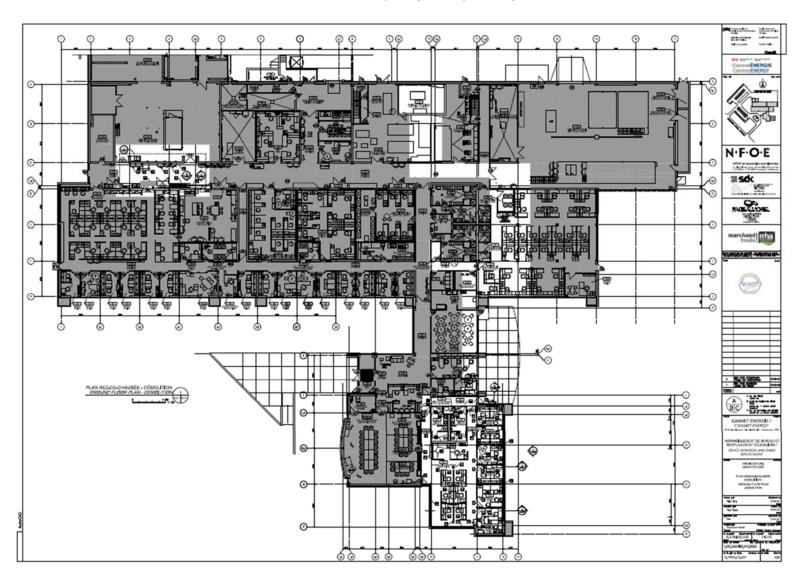
3. Bid Price

A – Total Firm Price	\$
B - Total Price - Supplementary Works	\$
A + B = Total Bid Price for Evaluation Purposes (taxes extra):	\$

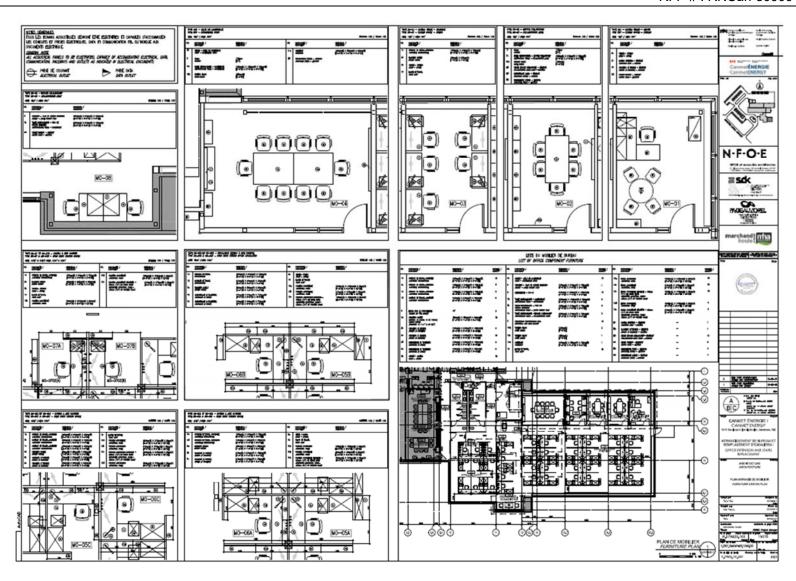
^{*} The number of hours of additional work presented here will be used for evaluation purposes only and do not represent a commitment on behalf of Canada.

^{**} In case of an error in the price calculation, the unit price will prevail.

ATTACHMENT 3 - BUILDING PLANS



Page 37 of - de 38



Page 38 of - de 38