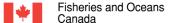
30003720



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB, E3C 2M6

<u>Email / Courriel</u> :<u>DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca</u>

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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).

Title / Titre Cleaning and Housekeeping Services - Sorel Coast Guard Base Date March 23, 2023						
Solicitation No. / N° de l'invitation 30003720						
Client Reference N 30003720	Client Reference No. / No. de référence du client(e) 30003720					
Solicitation Closes	/ L'invitation	prend fir	1			
	DT (Atlantic Da	-	ne) / HAA (Heure Avancée de			
On / le: April 18, 2	2023					
F.O.B. / F.A.B. Destination						
Destination of Goo services See herein — Voir of		es / Dest	tinations des biens et			
Instructions See herein — Voir o	ci-inclus					
Address Inquiries to : / Adresser toute demande de renseignements à : Pascal Busungu, A/Senior Contracting Officer						
Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca						
Delivery Required / Livraison exigée See herein — Voir en ceci Delivery Offered / Livraison proposée						
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur						
Telephone No. / No téléphone	o. de	Facsim	ile 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)						

Date

Signature

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	3
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTS STATEMENT OF WORK. DEBRIEFINGS TRADE AGREEMENTS	3 3
PART 2	- BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5 2.6	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS OPTIONAL SITE VISIT	4 4 5
PART 3	- BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 4.2	EVALUATION PROCEDURES	
PART 5	- CERTIFICATIONS	9
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BID	
PART 6	- RESULTING CONTRACT CLAUSES	15
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.13 6.14 6.15 6.16	SECURITY REQUIREMENTS STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS INSURANCE - SPECIFIC REQUIREMENTS SACC MANUAL CLAUSES DISPUTE RESOLUTION ENVIRONMENTAL CONSIDERATIONS	15 16 17 18 19 19 20 20 20 20
ANNEX	" A " – STATEMENT OF WORK	22
ANNEX	" B " – BASIS OF PAYMENT	30
	" C " – SECURITY REQUIREMENTS CHECK LIST	
	" D " – INSURANCE CONDITIONS	
ANNEX	" E " – EVALUATION CRITERIA	38

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- 2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses.
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses;
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/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 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 or by telephone.

1.4 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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> ((2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted 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 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 15 Rue du Prince, Sorel-Tracy, QC on Tuesday April 4, 2023. The site visit will begin at 10:00AM EDT.

Bidders are requested to communicate with the Contracting Authority no later than March 31, 2023 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Solicitation No. – N° de l'invitation : 30003720

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date</u>, <u>time and location</u>:

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

Important Note:

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 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. Emails with links to bid documents will not be accepted.

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.

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

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 in Annex "B"

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "E" for details.

4.1.1.2 Point Rated Technical Criteria

Refer to annex "E" for details.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **18 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **27 points**.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the

Solicitation No. – N° de l'invitation : 30003720

0003720

highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)						
		Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score		115/135	89/135	92/135		
Bid Evaluated	d Price	ce \$55,000.00 \$50,000.00 \$45,000.00				
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89		
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00		
Combined Rating		83.84	75.56	80.89		
Overall Rating		1st	3rd	2nd		

PART 5 - CERTIFICATIONS

Canada

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 Forms for the Integrity Regime website (http://www.tpsqc-pwqsc.qc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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 Ineligibility and Suspension Policy (http://www.tpsqc-pwgsc.qc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 **Security Requirements – Required Documentation**

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (http://www.tpsqc-pwqsc.qc.ca/esc-src/introductioneng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder

will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 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.

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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.4.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.4.3 Contractor's Representative

Name:		
Title:		
Address:		
Telephone:		
acsimile:		
E-mail:		

The Contractor's Representative for the Contract is:

5.2.4.4 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:

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:
For corporations, the BN, or if this is not available, the GST/HST number. If

5.2.3.5 Electronic Payment of Invoices - Contract

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

() MasterCard Acquisition Card;
•) Direct Deposit (Domestic and International);

5.2.4.6 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

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 majority interest in the entity.

[&]quot;lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment

as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

		30003720
	Print Name	
	Signature	
The followi	ng certification sigr	ned by the contractor or an authorized officer:
"I certify tha	t I have examined the	e information provided above and that it is correct and complete"
Signature		
Print Name	of Signatory	

Solicitation No. - Nº de l'invitation : 30003720

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

List of names for integrity verification form

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 Contract Security Program) apply and form part of the Contract.
- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

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

As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

- **6.3.1.1** 2010C (2022-12-01), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: 2010C 10 (2013-03-21) Invoice submission

Insert: Invoice submission

Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to: Project Authority and AP Coder (to be inserted at Contract award). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date;
- d. Invoice Number;
- e. Invoice Amount (broken down into item and tax amounts);
- f. Invoice Currency (if not in Canadian dollars);
- g. DFO Reference Number (PO Number or other valid reference number);
- DFO Contact Name (Project Authority (to be inserted at Contract award). <u>Note</u>: Invoice will be return to the Contractor if that information is not provided);
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. deduction for holdback, if applicable;
- k. the extension of the totals, if applicable; and
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from June 1, 2023 to May 31, 2024 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 three (3) additional one (1) year period(s) under the same conditions.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 **Authorities**

6.5.1 **Contracting Authority**

Name: Title:

Organization:

The Contracting Authority for the Contract is:

Pascal Busungu Name: Title: **Contracting Officer**

Department: Fisheries and Oceans Canada Directorate: Materiel and Procurement Services

Address: 301 Bishop drive, Fredericton, NB, E3C 2MC

Telephone: 506-429-6269

E-mail address: DFO.Tenders-Soumissions.MPO@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 (to be inserted at contract award)

The Project Authority for the Contract is:

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

6.5.3 Contractor's Representative (to be inserted at contract award)

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

be made through a contract amendment issued by the Contracting Authority.

Proactive Disclosure of Contracts with Former Public Servants 6.6

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.

6.7

Payme	ent
6.7.1	Basis of Payment – Firm Price
	For the Work described in Section 2.A, of the Statement of Work in Annex A :
	In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
	For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
6.7.2	Basis of Payment – Cost reimbursable – Limitation of expenditure
	For the Work described in Section 2.B, of the Statement of Work in annex A :
	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 B, to a limitation of expenditure of \$(to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

Limitation of Expenditure 6.7.3

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _(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% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

 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.

6.7.4 Methods of Payment

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

- 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.

6.7.5 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Project Authority and AP Coder (to be inserted at Contract award) and provides the required information as stated in subsection 6.8.1 above.

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.

6.10 **Applicable Laws**

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

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 supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions 2010C (2022-12-01), General Conditions Services (Medium Complexity):
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Conditions;
- (h) Annex E, Evaluation Criteria;
- (i) the Contractor's bid dated (to be inserted at Contract award)

6.13 **Insurance - Specific Requirements**

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

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

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

6.14 **SACC Manual Clauses**

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

6.15 **Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

00000720

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.16 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

ANNEX " A " - STATEMENT OF WORK

1. INTRODUCTION

1.1. SCOPE OF SERVICES SUMMARY

The Department of Fisheries and Oceans Canada (DFO) is seeking the services of a contractor to provide janitorial services at its facilities at the Sorel Coast Guard Base.

1.2. BACKGROUND

The Canadian Coast Guard (CCG) Base in Sorel is a Department of Fisheries and Oceans (DFO) facility. DFO is responsible for the management of facilities, including the Sorel Base.

The requirement is for the services of a contractor to provide daily, monthly and annual janitorial services. The Sorel Base operates 24 hours a day, 7 days a week. Most operations where the maximum number of employees are present are during regular business hours between 7:00 am and 4:30 pm.

The base has a reception area (gatehouse), an administrative building and workshops. The cleaning work must be carried out by a contractor who has qualified labour and necessary materials.

1.3. LOCATION OF WORK

The CCG base is located at the following address: 15 Rue du Prince Sorel-Tracy, QC J3P 4J4

2. MANDATE

A. BASIC JANITORIAL SERVICES

2.1. DESCRIPTION OF THE MANDATE

In general, and without limitation, the activities covered by this mandate include the labour, services, materials, tools, products and equipment required to provide the the following janitorial services:

		FREQUENCY							
TASKS	DAILY	WEEKLY	2 TIMES /WEEK	MONTHLY	2 TIMES /YEAR	4 TIMES /YEAR	ANNUALLY	AS REQUIRED	
EXTERIOR									
Polish all metal parts and push bars of entrance doors.				Χ					
Keep glass in entrance doors clean on both sides.	Х								
Pick up debris at building entrances.	Х								
Sweep floors and clean mats in porches and main entrances.	х								
GENERAL INTERIOR	-	•							

Dust high ledges, partitions, pipes and other high areas						X		_
regularly.							V	
Dust air vents.							X	
Wash the push and kick plates and remove any fingerprints.	Х							
Dust door grills. (Wash)				X			(X)	
ENTRANCES								
Sweep floors using a dust suppression method.	Х							
Wash floors.	Χ		(X)					((X))
Remove and clean mats on both sides.	Х							
Clean both sides of door glass.	Х							
CARPETED FLOORS OR WINTER RUGS								
Floors are vacuumed with a commercial vacuum and cleaned of stains.	Х							
CONCRETE FLOOR							1	
Floors are swept. (wiped with a damp mop) ((washed))	Х	(X)		((X))				
VINYL AND LINOLEUM								
Floors are swept and washed. (washed with a damp mop and polished)	х		(X)					
Floors are completely stripped in April and October and waxed again.					Х			
Bottoms of walls are cleaned of dirt, dust and dirty water marks (or as needed).				Х				(X)
Clean up dirt caused by mop, wax or spills.								Х
TERRAZZO AND CERAMIC TILES				· ·				
Floors are swept and washed.	Х							
Floors are deep cleaned.							Х	
STAIRWELLS, RAILINGS AND INTERIOR WINDOWSIL	LS			•				
Stairs are swept. (washed)	Х	(X)						
Ramps are dusted. (cleaned)	Х			(X)				
Balusters are dusted. (washed)		Х		(X)				
Window sills are dusted. (washed)	Х			(X)				
Heaters are dusted.		Χ						
FURNITURE AND FIXED INSTALLATIONS				·		•		
Horizontal surfaces of desks and furniture are dusted.	Х							
Vertical surfaces of furniture exposed to dust are dusted.		Х						
Empty shelves are dusted.		Х						
Bookcases are dusted without moving the books. (cleaned on both sides).		Х		(X)				

Solicitation No. – N° de l'invitation : 30003720

							_
Upholstered furniture (furniture, screens, etc.) are vacuumed. (steam cleaned)				X		(X)	(X)
Leather or vinyl-covered furniture is wiped with a damp cloth.		Х					
Chrome parts of chairs, tables, furniture, etc. are washed.				Х			
Devices such as text editors, computers, keyboards, fax machines and photocopiers are cleaned.	Х						
TOILETS, SHOWERS AND HAND BASINS							
Floors are swept, washed and disinfected.	Х						
Toilet seats, bowls, urinals and sinks are cleaned and disinfected.	Х						
Areas in contact with any part of the body in washrooms are disinfected.	Х						
Tanks, dispensers, containers, mirrors, shelves and pipes are dusted and cleaned.	Х						
Toilet partitions are dusted and washed.		Х					
Walls are washed.				Х			
Waste is removed.	Х						
Toilet bowls and urinals are descaled.		Χ					
Wastepaper baskets are washed and disinfected.		Χ					
Soap, toilet paper and other dispensers are refilled. (including all workshops)	Х						
Air vents are dusted. (washed)				Х		(X)	
Metal lockers are dusted.		Х					
Ceramic tiles in washrooms, metal partitions, etc., are washed (remove fingerprints).	(X)			х			
WINDOWS AND GLAZING							
Both sides of windows, doors, frames, shelves and screens are cleaned and washed.					Х		
Wash the inner and outer windows of the gatehouse.		Х					
Interior partitions and glass doors of all rooms are washed on both sides. (remove fingerprints)	(X)			Х			
WALLS AND CEILINGS			<u> </u>				
Stains on the walls of corridors, offices and dining rooms are cleaned.	х						Х
Wash the aluminium supports for the soundproofing panels in each building.						Х	
Drywall and metal surfaces are wiped with a damp cloth, concrete walls are dusted.						Х	
Baseboards and bottom of walls are free of dirt, dust and dirty water marks.		Х					
LIGHT FIXTURES							

Wash all interior light fixtures.					Х	
DINING ROOMS AND KITCHENS						
Wipe down tables, chairs and countertops.	Х					
Wipe down the outside of stoves, refrigerators and electrical appliances.	Х					
Wash cabinets, microwave ovens, refrigerators, ovens and stove elements.		Х				Х
Wash the inside of cabinets.					Х	
MISCELLANEOUS						
Bins, including those in the inner street, are emptied and (are cleaned inside and out)	Х		(X)			(X)
Paintings and frames are cleaned.			Х			
Telephone sets are cleaned. (disinfected)	Х	(X)				
Vending machine is dusted.			Х			
Water coolers* are cleaned every two months in accordance with the attached disinfection procedures.			Х			
Fire extinguishers and compartments are kept clean.					Х	
Blinds are dusted. (washed)			Χ		(X)	
Chairs in the training and meeting rooms are put back in place.	Х					

*Additional information on water coolers:

Locations

- Administrative office 1st floor
- 2. Cafeteria 1st floor
- 3. Welding workshop
- 4. General mechanical workshop
- 5. Search and rescue
- 6. Day labourer's room
- 7. Guard house
- 8. Office space

Tanks

- 1. Unplug cord from electrical outlet.
- 2. Remove empty bottle.
- 3. Drain water from stainless steel tanks through faucet(s).
- 4. Prepare a disinfectant solution by adding one tablespoon (15 ml) of household bleach to one imperial gallon (4.5 l) of water.

or

Some companies suggest using one-part vinegar to three parts water solution to descale the tank before cleaning with bleach. Check your manual.

Note: Other disinfectant solutions may be suitable. Please check with your cooler supplier or consult the manual.

- 5. Pour the bleach or disinfectant solution into the tank.
- 6. Wash the tank thoroughly with the bleach or disinfectant solution and let sit for at least two minutes (to be effective) and no more than five minutes (to prevent corrosion).
- 7. Drain the bleach or disinfectant solution through faucet(s).
- 8. Rinse the tank thoroughly with clean tap water and drain the water through the faucets to remove any traces of bleach or disinfectant solution.

Drip tray (located under faucets)

- 1. Lift off drip tray.
- 2. Remove the screen and wash both tray and screen in mild detergent.
- 3. Rinse thoroughly with clean tap water and put back onto the cooler.

I. MATERIALS

(a) Cleaning equipment

The Contractor provides all cleaning equipment, such as mop tanks, cleaning machines, sweeping powder, polishing machines, vacuum cleaners, brooms, wet and dry mops, ladders, dusting cloths, buckets, cleaning brushes, detergents, deodorizers, disinfectants, polishing kits such as waxes, polishers, carpet cleaning kits, etc.

(b) Washroom supplies

The Contractor supplies and replaces the following toilet cubicle and washroom items: toilet paper, hand soap for all types of dispensers, toilet soap, various deodorants, disinfectants for men's urinals, plastic bags for all types of trash cans, paper towels. All materials must be of the highest quality available on the market.

The hand cleaner used must be of the industrial type for all workshops and first-floor bathrooms and contain pumice particles in a cartridge adaptable to the existing dispenser model. The product must meet the other standards described below.

The Contractor must maintain an adequate stock of all supplies used to avoid being in short supply at any time.

The household cleaning products used must be biodegradable, not be harmful to the ozone layer and, in no case, cause harm to the environment. To ensure the overall environmental performance of the products, they must bear a logo such as "Ecologo," "Green Seal" or "FSC" and the certification date must not have expired. Also, favour concentrated products, effective in cold water, in bulk or refillable containers and whose packaging is recyclable.

Cleaning items and products must be approved by the Department representative and no equivalent may be used without their approval.

The Contractor must provide updated Material Safety Data Sheets for all products used (mandatory).

No changes may be made to the equipment already in place at these locations without the approval of the department representative.

II. EXECUTION

(a) Labour

The cleaning work must be carried out by a contractor who has the necessary labour, equipment and experience.

The Contractor must provide a sufficient number of employees to carry out the cleaning services and also in special or unforeseen circumstances where additional cleaning is required.

(b) Trash

The contractor must clear the buildings of all trash resulting from the execution of the work outlined below.

The contractor must dispose of this waste in the containers placed on the dock.

(c) Recycling

As much as possible must be recovered. A paper and cardboard recycling container is available outside. All paper and cardboard placed in the blue bins must be disposed of in this container.

(d) Precautions

Flammable materials used when carrying out the above work may not be stored on the premises or buildings of the Department of Fisheries and Oceans Canada without the prior written permission of the Department representative.

(e) Prohibition

It is strictly prohibited to empty cleaning residues into the sinks.

(f) Monitoring

Cleaning work must be monitored for completion and quality by the Department representative.

It is understood that the Contractor or its representative will discuss/meet with the Department's representative, at least once a month at mutually convenient times to ensure that all requirements are being met.

(g) Logbook

A log of the work to be performed must be provided to and completed by the Contractor's employees. The logbook must forwarded to the Department representative on a weekly basis. The format of the logbook must be submitted to the Department representative within 10 days of the contract award and be to the Department representative's satisfaction. If necessary, the logbook will be reviewed in order to be as useful as possible to both parties.

(h) Work schedule

The Contractor must provide the Department with a work schedule for work to be performed on a daily, weekly, monthly, semi-annual and annual basis and must adhere strictly to the schedule.

The work day is primarily between 12:00 pm and 1:00 pm and between 4:00 pm and 12:00 am.

2.2. **DESCRIPTION OF THE PREMISES**

Gatehouse

Total area of the floor to be cleaned: approximately 33.41 square metres. Total area of interior and exterior windows to be cleaned: approximately 18.66 square metres.

Workshops

Main Floor

The following lobbies, washrooms, showers, janitorial rooms and offices:

	Square metres (m ²)
Fleet	9.15
Manager – Painting	13.00
Harbour master	9.15
Ship safety	11.00
Manager – Welding	10.70
Manager – Mechanics	10.80
Search / Rescue	19.68
Telecom	113.80
Manager – General Services	19.20
Day labourer's room	69.35
TOTAL	285.83

Floor area

Total floor area to be cleaned of approximately 290 square metres including elevators and staircases leading to the upper floor and their landings.

Glass area

Main and workshop access doors and the two (2) windows at either end, except for the mechanical doors to the workshops and access doors to the external workshop building.

Building 3 – Administration

1st floor

	Square metres (m ²)
Administration areas	107.45
Maritime signals	42.12
Conference room	36.00
Toilet room	20.00
Janitorial rooms* (2)	4.0
Cafeteria	20.00
Corridor	800.00
TOTAL	1,029.57

Glass area

Total area of interior and exterior windows to be cleaned: approximately 130.38 square metres. Exterior cleaning of the windows is excluded from the contract.

^{*} Janitorial rooms (facilities reserved for the Contractor)

Solicitation No. – N° de l'invitation : 30003720

The facilities must be kept clean and tidy with the same care given to other parts of the building.

Please note that this list is not complete and does not release the Contractor from its responsibility to carry out any other work, changes or modifications necessary to satisfactorily provide the deliverables under this mandate.

In addition, DFO reserves the right to terminate the contract at any time in the event of non-compliance with the terms and conditions of the mandate.

B. ADDITIONAL CLEANING SERVICES

If necessary, some cleaning work not included in the Statement of Work may be required by the Technical Authority. Where necessary, the Technical Authority will provide the Contractor with a description of the work required so that the Contractor may submit a bid indicating the number of hours and employees required to carry out the task. It will be up to the Technical Authority to confirm whether or not the bid is accepted.

ANNEX "B" - BASIS OF PAYMENT

A Firm price (Annex A – A. Basic Janitorial Services)

The firm all-inclusive price proposed by the Bidder for the performance of the work is in Canadian funds and applicable taxes are extra. All travel, living and other miscellaneous expenses must be included in the firm price.

B. Firm hourly rate (Annex A - B. Additional Janitorial Services)

The firm all-inclusive hourly rate proposed by the bidder for the performance of the work is in Canadian currency and applicable taxes are extra.

Contract term: June 1, 2023 to May 31, 2024

Firm price (A) – Basic Janitorial Services							
Activity	Firm monthly rate (a)	Number of months (b)	Firm annual rate (c) = (a x b)				
Completion of the tasks described in Part A of the Statement of Work Team leader:	\$	12	\$				
Firm Hourly Rate (B) – Additional Janitorial Services							
Activity	Firm hourly rate (d)	Estimated number of hours per year* (e)	Firm Annual Rate (f)= (d x e)				
Completion of the tasks described in Part B of the Statement of Work	\$	25	\$				
		Total (c) + (f) Excluding taxes	\$				

^{*}The inclusion of volume data in this document does not represent a commitment by Canada that future use by Canada of the services described in the bid solicitation will be consistent with such data.

Option Year 1: June 1, 2024 to May 31, 2025

Firm price (A) – Basic Janitorial Services							
Activity	Firm monthly rate (a)	Number of months (b)	Firm annual rate (c) = (a x b)				
Completion of the tasks described in Part A of the Statement of Work Team leader:	\$	12	\$				
Firm Hourly Rate (B) – Additional Janitorial Services							
Activity	Firm hourly rate (d)	Estimated number of hours per year* (e)	Firm Annual Rate (f)= (d x e)				
Completion of the tasks described in Part B of the Statement of Work	\$	25	\$				
		Total (c) + (f) Excluding taxes	\$				

Option Year 2: June 1, 2025 to May 31, 2026

Firm price (A) – Basic Janitorial Services							
Activity	Firm monthly rate (a)	Number of months (b)	Firm annual rate (c) = (a x b)				
Completion of the tasks described in Part A of the Statement of Work Team leader:	\$	12	\$				
Firm Hourly Rate (B) – Additional Janitorial Services							
Activity	Firm hourly rate (d)	Estimated number of hours per year* (e)	Firm Annual Rate (f)= (d x e)				
Completion of the tasks described in Part B of the Statement of Work	\$	25	\$				
		Total (c) + (f) Excluding taxes	\$				

Option Year 3: June 1, 2026 to May 31, 2027

Firm price (A) - Basic Janitorial Services Firm monthly Number of Firm annual rate **Activity** rate (a) months (b) $(c) = (a \times b)$ Completion of the tasks described in Part A of the Statement of Work 12 Team leader :_____ Firm Hourly Rate (B) - Additional Janitorial Services **Estimated number** Firm hourly Firm annual rate Activity of hours per year* rate (d) $(f)=(d \times e)$ (e) Completion of the tasks described in Part B of 25 the Statement of Work Total (c) + (f)**Excluding taxes**

C Total cost of the bid

Firm yearly total: June 1, 2023 to May 31, 2024	\$
Total for Option Year 1: June 1, 2024 to May 31, 2025	\$
Total for Option Year 2: June 1, 2025 to May 31, 2026	\$
Total for Option Year 3: June 1, 2026 to May 31, 2027	\$
Total bid price For evaluation purposes (excluding applicable taxes)	\$

^{*}The inclusion of volume data in this document does not represent a commitment by Canada that future use by Canada of the services described in the bid solicitation will be consistent with such data.

ANNEX " C " - SECURITY REQUIREMENTS CHECK LIST

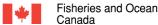
*	Government	Gouvernement	Contract Number / Numéro du contrat
	of Canada	du Canada	30003720
			Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)								
PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRACTUEL							
 Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine 	on / Fisheries and Oceans Canada	2. Branch of BIESS/GC	or Directorate / Direction génér //Sorel	ale ou Direction				
3. a) Subcontract Number / Numéro du contrat de sou	us-traitance 3. b) Name and	d Address of Subcor	tractor / Nom et adresse du so	ous-traitant				
4. Brief Description of Work / Brève description du tra	wail							
Faire lentretien ménager de la base de Sorei (les espaces d	le bureaux, tollettes, carétéria etc.)							
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise 				✓ No Yes Non Oui				
 b) Will the supplier require access to unclassified n 	nilitary technical data subject to the	provisions of the Te	chnical Data Control	✓ No Yes				
Regulations? Le fournisseur aura-t-il accès à des données tec	hniques militaires non classifiées o	ui sont assuietties a	ux dispositions du Règlement	Non Oui				
sur le contrôle des données techniques?	iniques minutes non dussinees d	jui soni ussujetnes e	ax dispositions du regiernent					
Indicate the type of access required / Indiquer le ty	/pe d'accès requis							
6. a) Will the supplier and its employees require acce	ss to PROTECTED and/or CLASS	IFIED information or	assets?	/ No Yes				
Le fournisseur ainsi que les employés auront-ils		des biens PROTÉG	ÉS et/ou CLASSIFIÉS?	▼ Non Oui				
(Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau								
Will the supplier and its employees (e.g. cleaner)		access to restricted	access areas? No access to	No Yes				
PROTECTED and/or CLASSIFIED information of	or assets is permitted.			Non ✓ Oui				
Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉG	rs, personnel d'entretien) auront-ils	accès à des zones	d'accès restreintes? L'accès					
des renseignements ou a des biens PROTEG des commercial courier or delivery requirem		tonse.		No Yes				
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entreposage	de nuit?		Non Oui				
7. a) Indicate the type of information that the supplier	will be required to access / Indique	r le type d'informatio	on auquel le fournisseur devra	avoir accès				
Canada	NATO / OTAN		Foreign / Étranger					
 b) Release restrictions / Restrictions relatives à la c 			N					
No release restrictions Aucune restriction relative	All NATO countries Tous les pays de l'OTAN	1	No release restrictions Aucune restriction relative					
à la diffusion	Tous les pays de l'OTAIN	J	à la diffusion					
Not releasable À ne pas diffuser								
A ne pas dinuser	<u> </u>							
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :					
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le	(s) pays :	Specify country(ies): / Précis	er le(s) pays :				
		(-/ /-						
7. c) Level of information / Niveau d'information								
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A					
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A					
PROTECTED B	NATO RESTRICTED		PROTECTED B	\Box				
PROTÉGÉ B	NATO DIFFUSION RESTREINT		PROTÉGÉ B	<u> </u>				
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C					
PROTÉGÉ C L	NATO CONFIDENTIEL NATO SECRET	⊢Η	PROTÉGÉ C CONFIDENTIAL	片				
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL					
SECRET	COSMIC TOP SECRET		SECRET					
SECRET	COSMIC TRÈS SECRET		SECRET					
TOP SECRET			TOP SECRET					
TRÈS SECRET			TRÈS SECRET					
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)					
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)					

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä[†]



Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada 30003720 Security Classification / Classification de sécurité UNCLASSIFIED

PART A (conti	inued) / PARTIE A (suite) olier require access to PROTECTED a					
Le foumisse	olier require access to PROTECTED a ur aura-t-il accès à des renseignemen ate the level of sensitivity:	nd/or CLASSIFIED COMSEC i ts ou à des biens COMSEC dé	nformation or assets? signés PROTÉGÉS et/ou	CLASSIFIÉS?	✓ No Yes Non Oui	
	ative, indiquer le niveau de sensibilité	:				
	olier require access to extremely sensi				/ No Yes	
	ur aura-t-il accès à des renseignemen		nature extremement délic	rate?	V Non Oui	
) of material / Titre(s) abrégé(s) du ma lumber / Numéro du document :	tériel :				
		PERSONNEL (FOURNISSEUR)			
10. a) Personn	SONNEL (SUPPLIER) / PARTIE B - el security screening level required / N	iveau de contrôle de la sécurité	du personnel requis			
✓	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		SECRET S SECRET	
	TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		MIC TOP SECRET MIC TRÈS SECRET	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS					
	Special comments: Commentaires spéciaux :					
					_	
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux of				t être fourni.	
	creened personnel be used for portion onnel sans autorisation sécuritaire peu		u travail?		✓ No Yes Non Oui	
	rill unscreened personnel be escorted?		u uavaii:		No Yes	
	ffirmative, le personnel en question se				Non Oui	
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)						
INFORMATIO	ON/ASSETS / RENSEIGNEMEN	TS / BIENS				
11. a) Will the	supplier be required to receive and sto	re PROTECTED and/or CLASS	SIFIED information or asse	ets on its site or	✓ No Yes	
Le fourn	isseur sera-t-il tenu de recevoir et d'er	treposer sur place des renseig	nements ou des biens PR	OTÉGÉS et/ou	INON LOCAL	
CLASSI	FIES?					
	supplier be required to safeguard CON		MCECO		✓ No Yes Non Oui	
	isseur sera-t-il tenu de protéger des re	riseignements ou des biens co	JMSEC:		- NonCui	
PRODUCTIO	N					
	roduction (manufacture, and/or repair a	nd/or modification) of PROTECTI	ED and/or CLASSIFIED ma	aterial or equipment	✓ No Yes	
	the supplier's site or premises? illations du fournisseur serviront-elles à l	a needuction /fabrication ot/ou ri	paration at (a) modification	Ndo matérial PROTÉG	L Non L Oui │	
	ASSIFIÉ?	a production (labrication evoure	paration evou mouncation) de materiel PROTES	nc	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)						
	upplier be required to use its IT systems on or data?	to electronically process, produc	ce or store PROTECTED a	nd/or CLASSIFIED	✓ No Yes Non Oui	
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?						
11 e) Will there be an electronic link between the supplier's IT systems and the powerment department or agency? No Yes						
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Ves Non Voi						
	ementale?					
TBS/SCT 350	0-103(2004/12)	Security Classification / Clas	sification de sécurité			

Canadä UNCLASSIFIED

	Government	Gouvernement	Contract Number / Numéro du contrat
~	of Canada	du Canada	30003720
			Security Classification / Classification de sécurité

For users comple site(s) or premise Les utilisateurs que niveaux de sauve For users comple Dans le cas des udans le tableau ré	ting s. ui re gan ting ıtilis	the f mpli de re the f ateu	form ssen quis form rs qu	manually use it le formulaire aux installatio online (via th	manuelle ons du fou e Internet le formula	ement do misseur.), the sum ire en lig	ivent utiliser l nmary chart is ne (par Intern	le tableau réc	apitulatif y populat ises aux	ci-dessous ed by your questions	pou	r indi	iquer es to	, pour chaque previous que	catégorie stions.	e, les
Category Catégorie	Category PROTECTED CLASSIFIED			NATO				COMSEC								
	A	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÉS SECRET	٨	В	O	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Blens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																
2. a) Is the descripti La description If Yes, classif Dans l'affirma de sécurité »	du t y thi itive	rava is fo	l vis rm t ssif	é par la prése by annotating ier le présent	the top a formulai	S est-elle	de nature Pf m in the are	ROTÉGÉE et/ a entitled "Se	ou CLAS	lassificati			Clas	ssification	✓ No Non	Yes Oui
2. b) Will the docum La documental If Yes, classifi attachments (Dans l'affirma de sécurité »	entation y thi e.g.	ation asso is fo SE(atta ciée rm t CRE	ched to this Si à la présente by annotating T with Attach ier le présent	RCL be PI LVERS s the top a ments). formulai	era-t-elle ind botto re en ind	PROTÉGÉE m in the are iquant le niv	et/ou CLASS a entitled "So eau de sécu	ecurity C	la case ir	ntitul	ée «	Clas	sification	✓ No Non	Yes Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canadă

ANNEX " D " - INSURANCE CONDITIONS

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

I. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by

registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX " E " - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. The evaluation by the Department of Fisheries and Oceans Canada (DFO) will be based solely on the information provided in the proposal. DFO may confirm information with bidders or seek clarification from them.

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 Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications and/or experience were obtained. Experience acquired during formal education will not be considered work experience. All criteria for work experience must be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. Example: the timetable for project 1 runs from July 2001 to December 2001, while project 2's timetable runs from October 2001 to January 2002; the total months of experience for both referenced projects is seven (7) months.

1 MANDATORY TECHNICAL CRITERIA

The following mandatory criteria are assessed on a simple "pass/fail" basis. Proposals that fail to meet the mandatory criteria will be deemed non-responsive.

No.	Mandatory Requirements	Cross- reference to bid	Pass/Fail
M 1	The bidder must have completed at least one (1) contract of a <u>similar</u> scope and in the <u>same field</u> as that required in this contract within the last three years from the closing date for bids.		
	Similar scope means: having a minimum of 12 months' accumulated experience in an institutional janitorial services contract in a building of equivalent or greater size.		
	Same field means: Office and maintenance workshop janitorial services with tasks equivalent to those listed in the Statement of Work in Annex A.		
	To demonstrate that their company has the required qualifications, bidders should provide at least the following information:		
	 Title of the contract; Description of the janitorial service performed; Name of the organization/client, including the name and telephone number of a contact person who can confirm the information; Exact contract dates (month and year of start and end/delivery). 		

No.	Mandatory Requirements	Cross- reference to bid	Pass/Fail
	If the information provided is not sufficient to confirm the relevance of the project carried out to the above requirements, the bid will be declared non-responsive.		

2 RATED TECHNICAL CRITERIA

DFO will use the following criteria to evaluate each bid that meets all mandatory criteria.

Bids must score the minimum points indicated for each of the rated criteria in order to be considered responsive to the rated technical criteria. Bids that do not score the minimum required points will be considered non-responsive.

Bids will be evaluated according to the following criteria:

No.	Rated Technical Criteria	Maximum No. of Points	PAGE No. OF THE BID
R1	COMPANY EXPERIENCE IN PROVIDING JANITORIAL SERVICES FOR OFFICE AREAS AND MAINTENANCE WORKSHOPS The bidder should specify the number of contracts related to the provision of janitorial services for office areas and maintenance workshops over the last three years. The bidder must list the projects, including the date and a brief description. a. Three or more contracts related to the provision of janitorial services for office areas and maintenance workshops (12 points) b. Two contracts related to the provision of janitorial services for office areas and maintenance workshops (8 points) c. One contract related to the provision of janitorial services for office areas and maintenance workshops (4 points)	12	
R2	 EXPERIENCE OF THE SUPERVISOR AND/OR TEAM LEADER The bidder should describe the experience of the supervisor and/or team leader and attach their resumé. a. The supervisor/team leader has 10 or more years of experience in supervising the provision of janitorial services in office areas and maintenance shops (15 points) b. The supervisor/team leader has 5 or more years of experience in supervising the provision of janitorial services in office areas and maintenance shops (10 points) c. The supervisor/team leader has one or more years of experience in supervising the provision of janitorial services in office areas and maintenance shops (5 points) 	15	
	Total points	27	
	Minimum points required	18	