

Public Works and Government Travaux publics et Services Services Canada

gouvernementaux Canada

Departmental Acquisition Services Real Property and Commercial Acquisitions Sector Acquisition Program 11 Laurier, Gatineau, Quebec, K1A 0S5

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Public Works and Government Services 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, refered or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefor.

Propositions aux: Travaux publics et Services gouvernementaux 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 annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No N° de l'invitation 10077196	Type - RFP-DDP	Update - Mise à jour
Solicitation closes - L'invitation prend fin at - à 14h00 on - le 2024-02-19	PWGSC File No.	- N° de référence de TPSGC



Please ensure this area appears in window of return envelope S'assurer que cette partie figure dans la fenetre de l'enveloppe-reponse =





Page 1 30 Date of Solicitation - Date de l'invitation 2024-01-25 Address inquiries to - Adresser toute demande de renseignements à : Nicolas Mercier nicolas.mercier@tpsgc-pwgsc.gc.ca Area code and Telephone No. Facsimile No. Code régional et N° de téléphone N° de télécopieur 343-550-1641 Destination National Capital Region

Instructions:

Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Delivery required - Livraison exigée 2024-03-31	Delivery offered - Livraison proposée
Vendor Name and Address - Raison	sociale et adresse du fournisseur
Facsimile No N° de télécopieur	
Telephone No N° de téléphone	
Name and title of person authorized print) - Nom et titre de la personne fournisseur (caractère d'impression)	
Signature	Date

Table of Contents

PART	T1 - GENERAL INFORMATION	4
	SECURITY REQUIREMENTSSTATEMENT OF WORK	
1.3	Debriefings	4
1.4	Indigenous Considerations	4
PART	2 - BIDDER INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
	SUBMISSION OF BIDS	
	FORMER PUBLIC SERVANT	
	ENQUIRIES - BID SOLICITATION	
	APPLICABLE LAWS	
	T3 - BID PREPARATION INSTRUCTIONS	
	BID PREPARATION INSTRUCTIONS	
	SECTION I: TECHNICAL BID	
	SECTION II: FINANCIAL BID	
	SECTION IV – ADDITIONAL INFORMATION	
	7 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	
	EVALUATION PROCEDURES	
	BASIS OF SELECTION - HIGHEST RESPONSIVE COMBINED RATING OF SOCIO-ECONOMIC MERIT AND I	
	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	
	CERTIFICATIONS REQUIRED WITH THE BID	
	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
	6 - RESULTING CONTRACT CLAUSES	
	SECURITY REQUIREMENTS	
	STATEMENT OF WORK	
	STANDARD CLAUSES AND CONDITIONS	
	TERM OF CONTRACT	
	AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
	PAYMENT	
	METHOD OF PAYMENT – MONTHLY PAYMENT	
	INVOICING INSTRUCTIONS	
6.10	0 Insurance - No Specific Requirement	15
	1 CERTIFICATIONS AND ADDITIONAL INFORMATION	
	2 APPLICABLE LAWS	
	3 PRIORITY OF DOCUMENTS4 DISPUTE RESOLUTION	
	EX "A" - STATEMENT OF WORK	
STAT	EMENT OF WORK - ATTACHMENT 1	20
ANNE	EX "B" - BASIS OF PAYMENT	21
ΔΡΡΕ	NDIX 1 - EVALUATION CRITERIA	22

APPENDIX 2 - EVALUATION GRID	24
APPENDIX 3 – FINANCIAL PROPOSAL FORM	25

Part 1 - General Information

1.1 Security Requirements

There are no security requirement applicable to this requirement.

1.2 Statement of Work

Public Services and Procurement Canada (PSPC) has a requirement for the rental and cleaning of Work Pants, Coveralls, and Fire resistant Shirts with Pants containing silica dust on a weekly basis including, lockers, laundry bags, all associated maintenance and services. The Work to be performed is detailed under Annex A – Statement of work 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 5 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Indigenous Considerations

The Government of Canada is committed to economic reconciliation with Indigenous peoples and will contribute to improved socio-economic outcomes by increasing opportunities for First Nations, Inuit and Métis businesses through the federal procurement process. The government is implementing a mandatory requirement for federal departments and agencies to ensure a minimum of 5 % of the total value of contracts, including subcontracts, are held by Indigenous businesses.

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> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Nicolas Mercier at nicolas.mercier@tpsgc-pwgsc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

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

2.3.1 Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u>

<u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>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 Canada Pension Plan Act, R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: 2019-01 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- 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:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. 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.

Part 3 - Bid Preparation Instructions

3.1 Bid Preparation Instructions

a) Due to the nature of the bid solicitation, bids transmitted by CPC Connect service will not be accepted.

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

- i. Section I: Technical Bid One (1) soft copy (PDF) sent by electronic mail
- ii. Section II: Financial Bid One (1) soft copy (PDF) sent by electronic mail
- iii. Section III: Certifications One (1) soft copy (PDF) sent by electronic mail
- iv. Section IV: Additional Information One (1) soft copy (PDF) sent by electronic mail

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

Canada requests that the Bidder submits its bid in accordance with section 05 of the 2003 standard instructions.

The PWGSC email attachment size limit is 10MB. Emails exceeding 10MB will not be received. Bidders may split their submitted content into multiple emails by identifying, for example, 1 of 3, 2 of 3, etc.

3.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- a) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- b) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

3.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- a) That certifications and securities required at bid closing are included.
- b) That bids are properly signed, that the bidder is properly identified.
- c) Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- d) That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

 All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

3.2 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 reference pre-award sample, Part 4, Evaluation Procedures, Appendix 1 - Evaluation Criteria.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in Canadian Funds and in accordance with Appendix 2 – Financial Proposal Form. The total amount of Applicable Taxes must be shown separately.

3.3.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

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

3.5 Section IV – Additional Information

Pre-award samples and Certificates of conformity should be submitted with the bid, but may be submitted afterwards.

If information is missing from the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the bid non-responsive.

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 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 Appendix 1– Evaluation Criteria.

4.1.2 Socio-Economic Evaluation

Bidders can achieve a maximum aggregate score of 5 points for the socio-economic criteria below.

Definition of Indigenous Business

To qualify for evaluation points for the socio-economic criteria, an Indigenous Business is defined as a sole proprietorship, limited company, cooperative, partnership, not-for-profit organization, or a joint venture*, that is either registered on the Indigenous Business Directory (IBD), listed on the Indigenous Business Directory (IBD), or is an Elder, band council or tribal council in Canada.

*An Indigenous joint venture is consisting of 2 or more Indigenous Businesses or an Indigenous Business and a non-Indigenous business, provided that the Indigenous Business or Businesses have at least 51% ownership and control of the joint venture.

Point-rated Criteria	Socio-Economic Technical Criteria	Maximum Points	Point Allocation	Cross Reference to Proposal
R.1	The Bidder, at solicitation closing date and time, is an Indigenous Business as defined herein. The legal name of the Bidder must match the information identified on the IBD, the MTBD or the documentation provided. The Bidder bears the exclusive responsibility of furnishing Canada with accurate information, facilitating the evaluators' ability to retrieve the information within the IBD or MTBD. In the case of Elders, band and tribal councils, the Bidder is requested to include supporting documentation validating their status alongside their bid. Failing to submit supporting information will result in the bid not receiving any points for this criterion. Canada reserves the right to verify the accuracy of the information provided.	5 points If points are allocated for R.1a, points will not be allocated for R.1b.	The Bidder is registered on the IBD or listed on MTBD, or has provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time. O points The Bidder is not registered on the IBD or listed on the MTBD, or has not provided accurate documentation of being an Elder, band council or tribal council, at solicitation closing date and time.	

4.1.3 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix 3 - Financial Proposal Form.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination. Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Highest responsive combined rating of socio-economic merit and price

- a) To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation; and
 - ii. meet all mandatory criteria.
- b) Bids not meeting i or ii will be declared non-responsive.
- c) The selection will be based on the highest responsive combined rating of socio-economic merit and price. The ratio will be 5 % for the socio-economic merit and 95% for the price.
- d) The socio-economic merit score will be the points achieved under 4.1.2 Socio-Economic Criteria.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 95%.
- f) For each responsive bid, the socio-economic merit score and the pricing score will be added to determine its combined rating.
- g) Neither the responsive bid obtaining the highest socio-economic score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of socio-economic 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 5/95 ratio of socio-economic merit and price, respectively. The total available points equals 5 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Socio-Economic Merit (5%) and Price (95%)

		Bidders	
	Bidder 1	Bidder 2	Bidder 3
Bid Evaluated Price	55,000.00\$	48,000.00\$	45,000.00\$
Socio-Economic Merit Score %	0/5	5/5	0/5
Calculations			
Pricing Score	45/55 x 95 = 77.7	45/48 x 95 = 89.0	45/45 x 95 = 95.0
Combined Rating	77.7	94.0	95.0
Overall Rating	3rd	2nd	1st

Part 5 - Certifications And Additional Information

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 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 property agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's 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.

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

There are no security requirements applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to be included at contract award.

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

The Contracting Authority for the Contract is:

Name: Nicolas Mercier Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Departmental Acquisitions Services Directorate

Telephone: 343-550-1641

E-mail address: nicolas.mercier@pwgsc-tpsgc.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

6.5.3 Contractor's Representative

To be inserted at contract awar	r C
Name:	
Telephone:	
E-mail address:	

issued by the Contracting Authority.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

the Work. Changes to the scope of the Work can only be made through a contract amendment

6.7 Payment

6.7.1 Basis of Payment – Limitation of Expenditure

For the Work described at Annex "A" – Statement of Work. The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex "B", to a limitation of expenditure of \$to be included at contract award. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- a) Canada's total liability to the Contractor under the Contract must not exceed \$to be included
 at contract award. Customs duties are included and Applicable Taxes are extra.
- b) 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:

- i. when it is 75% committed, or
- ii. four months before the contract expiry date, or
- iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

c) 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.

6.8 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.

6.8.1 Electronic Payment of Invoices - Contract

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

a) Direct Deposit (Domestic and International);

6.9 Invoicing Instructions

The Contractor must submit invoices in accordance with Section 10 "Invoice Submission" of 2010C (2022-12-01), General Conditions - Services (Medium Complexity). Invoices cannot be submitted until all work identified in the invoice is completed.

- a) Invoices must be distributed as follows:
 - One (1) soft copy (email) must be forwarded to the Project Authority identified under section 6.5 entitled "Authorities" of the Contract for certification and payment.
 - ii. One (1) soft copy (email) must be forwarded to:

tpsgc.sissegroupedefinance-rpsmssfinancegroup.pwgsc@tpsgc-pwgsc.gc.ca

6.10 Insurance - No Specific Requirement

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. Certifications and Additional Information

6.11 Certifications and Additional Information

6.11.1 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.

6.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in to be included at contract award.

6.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity)
- c) Annex A, Statement of Work
- d) Annex B, Basis of Payment: and
- e) the Contractor's bid dated to be included at contract award.

6.14 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.
- 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 "<u>Dispute Resolution</u>".

Annex "A" - Statement of Work

TITLE: Tradesmen Clothing Rental

SW 1.0 Objective

To provide work clothes rental services for Work Pant, Cargo work pant, Coveralls, Flame resistant shirts and pants including cleaning service on a weekly basis that would contain silica dust. Clothing to be embroidered or patched on the left chest.

SW 2.0 Background

Due to the high levels of silica dust found on our masons clothes, for health and safety reasons Public Services and Procurement Canada (PSPC) requires the services of a third party to supply and clean PSPC masons' clothes on a weekly basis. PSPC has 30 masons that work with silica on a daily basis and require weekly clothing cleaning.

SW 3.0 Scope

Clothing to be supplied and cleaned on a weekly basis for thirty (30) masons and six (6) electricians.

a) Masons require:

- i. Thirty (30) navy blue Pants.
- ii. Twelve (12) navy blue coveralls with high visibility stripes and embroidered or patched with the Canada logo on the left chest.

b) Electricians require:

i. Six (6) flame-resistant clothing Category 2 which includes pants and shirts, colored navy blue with embroidery or patched with the Canada logo.

SW 4.0 Tasks/ Technical Specifications

a) The contractor must provide clothing rental services including:

- 1. Lockers The Contractor must provide 36 lockers
- 2. Laundry bag: 20 laundry bags
- 3. Stand for maintenance: The contractor must provide one (1) stand for maintenance
- 4. Drop locker: The contractor must provide one (1) Drop locker
- 5. Cleaning: the dirty clothing is to be cleaned on a weekly basis
- 6. Embroidery: A Canada logo found on the left chest as described in Statement of Work attachment 1 Diagram 1 for Mason shirts, Coveralls and Electrician Shirts
- 7. The FR rated properties must be identified on a label fixed on the garment.
- b) **Sizing:** Following contract award, the Contractor must contact the Project authority to set an initial sizing date for all workers. The Project Authority will notify the Contractor if further sizing is required. The sizing is to be on site at address:

950 ages drive Ottawa, Ontario, Canada, K1G 6B3, Unit A.

c) Clothing Specifications

- i. Masons: Due to the high level of silica exposure, masons must be provided with navy blue pants and shirts with either embroidered or patched Canada logo found on the left chest as described in Statement of Work attachment 1 Diagram 1.
 - 1. Work Pant or Cargo Work Pant;

Fabric: 262.77 g/m2 (7.75 oz) +/- 5% tolerance.

Color: Navy blue.

Blend: 65% polyester/ 35% cotton twill with mechanical stretch.

Finish: Soil finish.

Closure: Heavy Duty brass ratcheting zipper, hook and eye closure.

Pockets: Slanted front pockets and welt back pockets.

2. Sizes range:

Waist: from 28 to 54 in
 Length: from 26 to 36 in

ii. Features:

1. 13" deep front pocket bags +/- 5% tolerance

iii. **Masons with coveralls:** We require to have 12 masons who have enough coveralls for the week. These must be navy blue with yellow high visibility stripes and embroidered or patched with the Canada logo on the left chest as described in Statement of Work attachment 1 Diagram 1.

Color; Navy or Orange with yellow and silver trim

Fabric;262.77 g/m2(7.75 oz) +/- 5% tolerance

Blend; 65% polyester/35 % Cotton, Twill

Closure; two-way metal zipper with snap closure at neck

Pockets; Chest pockets, front inset pockets, back pockets, tool pocket and left sleeve pen pocket

Size Range: From Small to XXXL or equivalent including tall sizes

- i. Features;
 - 1. side entry access
 - Action back styling
 - 3. 2 1/4 yellow by 3/4 silver reflective tape
- iv. **Electricians:** The electrician's garments must be arc-flash PPE category 2 as per NFPA 70E. Contractor is to supply enough shirts and pants for the week and the garments must be cleaned according to the Fire resistance specs and replaced when required. Their clothing is to be Navy blue and embroidered or patched with the Canada logo on the left chest as per Statement of Work Attachment 1 Diagram 1.
 - 1. Flame resistant shirts for electricians;

Must be NFPA 2112 certified, ARC 2, ATPV 9.5

Color; Navy blue

Fabric; 7.5-ounce, +/- 5% tolerance

Pockets; 2 Chest pockets

Closure; FR Buttons with a button down collar and With sleeve vents

Size Range: from Small to XXXL or equivalent including tall sizes

2. Flame resistant pants for electricians;

- A. Meets the performance requirements of NFPA 70E
- B. UL® Classified to NFPA 2112
- C. Comfortable fit through the seat and thigh with more room to move and a straight leg opening
- D. Strong sewn-on-seam belt loops
- E. Right-leg secured cell phone pocket
- F. Left-leg utility pocket
- G. NFPA 2112/CAT 2 labels sewn on coin pocket

SW 5.0 Pick-up Location

Dirty Clothing is to be picked up and clean clothes delivered at 950 ages drive Ottawa, Ontario , Canada, K1G 6B3, Unit A.

SW 6.0 PSPC Support

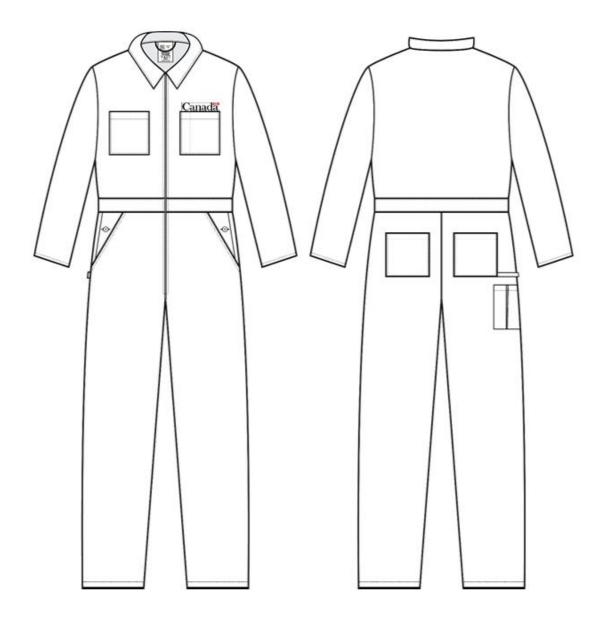
Contractor will be provided with a space to have lockers installed as well as a designated area for the dirty garments.

SW 7.0 Sizing Schedule

All masons and electricians are to be sized prior to March 29 2024

Statement of Work - Attachment 1

Diagram 1



Annex "B" - Basis of Payment

To be inserted at contract award based on Appendix 2 - Financial Proposal Form

Appendix 1 - Evaluation Criteria

M 1.0 Mandatory Technical Criteria

M 1.1 Pre-Award Sample(s) and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, pre-award samples of one (1) Workpants or Cargo Work Pants, Coverall FR rated Shirt and FR rated pants of each of the following sizes:

- Work Pants or Cargo Work Pants: 36 or equivalent
- Coveralls: Large or equivalent
- FR Rated Shirts: Large or equivalent
- FR Rated Pants: 36 or equivalent

must be submitted at time of bid closing at no charge to Canada.

All pre-award samples should be submitted to the following address by the date and time of bid closing:

ATTN: Public Service and Procurement Canada 950 Ages Dr. Ottawa, Unit A Ontario, K1G 6B3

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples and on its packaging:

- a) Solicitation Number;
- b) Name of Bidder:
- c) Solicitation Closing Date and Time; and.
- d) The name of the Contracting Authority
- e) Opening hours for delivery: 9am to 3pm
- f) Contact 343-543-3923 to set delivery of the samples

The certificates of compliance must be sent electronically with the technical bid to the address indicated under M 1.1

Certificate of Compliance for FR Rated Shirts and FR Rated Pants is required as defined herein.

If certificate of compliance is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation.

Failure to submit the required pre-award samples and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and is/are fully representative of the bid submitted. Rejection of the pre-award samples will result in the bid being declared non-responsive.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award samples and certificates of compliance will not relieve the successful bidder from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

M 1.2 CERTIFICATE OF COMPLIANCE-DEFINITION

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting to the full compliance of the components detailed in the specification. This

document must be on official company stationery of the component manufacturer; it must be dated within six months of the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the component manufacturer's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

Appendix 2 - Evaluation Grid

		Bidder's I	Response
#	Mandatory Criteria	Insert Page Reference	Met / Not Met
	The bidder must provide Pre-Award Sample(s) and Supporting Documentation at no additional cost to Canada.		
M1	To confirm a Bidder's capability of meeting the technical requirements, pre-award samples of one (1) Workpants or Cargo Work Pants, Coverall FR rated Shirt and FR rated pants of each of the following sizes:		
	 Work Pants or Cargo Work Pants: 36 or equivalent 		
	Coveralls: Large or equivalent		
	FR Rated Shirts: Large or equivalent		
	FR Rated Pants: 36 or equivalent		
	The bidder must provide a Certificate of Compliance for FR Rated Shirts and FR Rated Pants.		
	If certificate of compliance is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation.		
	Failure to submit the required pre-award samples and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.		
M2	The Bidder must ensure that the required preaward samples are manufactured in accordance with the technical requirement and is/are fully representative of the bid submitted. Rejection of the pre-award samples will result in the bid being declared non-responsive.		
	The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.		
	The requirement for a pre-award samples and certificates of compliance will not relieve the successful bidder from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.		

Appendix 3 – Financial Proposal Form

Bidders must include prices quoted in Canadian dollars in each cell requiring an entry in the pricing tables bellow. Applicable taxes excluded.

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

The level of effort presented herein is used for evaluation purposes only and it is not a commitment by Canada.

#	Item	Description	Number of	Items Per Worker		Weekly Unit Rate per item	Weekly Rate per Worker	Total Annual Cost per item
			Α	В		С	D = (AxBxC)	E (Dx52)
1	Work pants or Cargo Work pants	For the rental and cleaning services of workpants as describe in Annex "A" statement of work	30	11	Weekly	\$	\$	\$
2	Coverall	For the rental and cleaning services of Coveralls as describe in Annex "A" statement of work including Canada logo badge, high visibility high visibility stripes	12	9	Weekly	\$	\$	\$
3	Electrician Shirts	For the rental and cleaning services of Electrician Shirts as describe in Annex "A" statement of work including Canada logo badge	6	7	Weekly	\$	\$	\$
4	Electrician Pants	For the rental and cleaning services of Electrician Shirts in Annex "A"	6	10	Weekly	\$	\$	\$
5	Additional Charges: Describe					\$		\$
6	6 Maintenance Charge					\$		\$
	1				Table 1 - Es	timated Total Cost	for Initial Period	\$

Tal	Table 2 - Optional Period 1 One year period from end of previous period to be inserted at contract award								
#	Item	Description	Estimated Number of Workers Items Per Worker		Cleaning Frequency	Weekly Unit Rate per item	Weekly Rate per Worker	Total Annual Cost per item	
			Α	В		С	D = (AxBxC)	E (Dx52)	
1	Work pants or Cargo Work pants	For the rental and cleaning services of workpants as describe in Annex "A" statement of work	30	11	Weekly	\$	\$	\$	
2	Coverall	For the rental and cleaning services of Coveralls as describe in Annex "A" statement of work including Canada logo badge, high visibility high visibility stripes	12	9	Weekly	\$	\$	\$	
3	Electrician Shirts	For the rental and cleaning services of Electrician Shirts as describe in Annex "A" statement of work including Canada logo badge	6	7	Weekly	\$	\$	\$	
4	Electrician Pants	For the rental and cleaning services of Electrician Shirts in Annex "A"	6	10	Weekly	\$	\$	\$	
5	5 Additional Charges: Describe					\$		\$	
6	6 Maintenance Charge					\$		\$	
	Table 2 - Estimated Total Cost for Optional Period 1								

Tak	Table 3 - Optional Period 2 One year period from end of previous period to be inserted at contract award							
#	Item	Description	Estimated Number of Workers	Items Per Worker	Cleaning Frequency	Weekly Unit Rate per item	Weekly Rate per Worker	Total Annual Cost per item
			Α	В		С	D = (AxBxC)	E (Dx52)
1	Work pants or Cargo Work pants	For the rental and cleaning services of workpants as describe in Annex "A" statement of work	30	11	Weekly	\$	\$	\$
2	Coverall	For the rental and cleaning services of Coveralls as describe in Annex "A" statement of work including Canada logo badge, high visibility high visibility stripes	12	9	Weekly	\$	\$	\$
3	Electrician Shirts	For the rental and cleaning services of Electrician Shirts as describe in Annex "A" statement of work including Canada logo badge	6	7	Weekly	\$	\$	\$
4	Electrician Pants	For the rental and cleaning services of Electrician Shirts in Annex "A"	6	10	Weekly	\$	\$	\$
5	Additional Charges: Describe					\$		\$
6	Maintenance Charge					\$		\$
	Table 3 – Estimated Total Cost for Optional Period 2							

#	ltem	Description	Estimated Number of Workers	Items Per Worker	Cleaning Frequency	Weekly Unit Rate per item	Weekly Rate per Worker	Total Annual Cost per item
			Α	В		С	D = (AxBxC)	E (Dx52)
1	Work pants or Cargo Work pants	For the rental and cleaning services of workpants as describe in Annex "A" statement of work	30	11	Weekly	\$	\$	\$
2	Coverall	For the rental and cleaning services of Coveralls as describe in Annex "A" statement of work including Canada logo badge, high visibility high visibility stripes	12	9	Weekly	\$	\$	\$
3	Electrician Shirts	For the rental and cleaning services of Electrician Shirts as describe in Annex "A" statement of work including Canada logo badge	6	7	Weekly	\$	\$	\$
4	Electrician Pants	For the rental and cleaning services of Electrician Shirts in Annex "A"	6	10	Weekly	\$	\$	\$
5	5 Additional Charges: Describe					\$		\$
6	6 Maintenance Charge					\$		\$

#	Item	Description	Estimated Number of Workers	Items Per Worker	Cleaning Frequency	Weekly Unit Rate per item	Weekly Rate per Worker	Total Annual Cost per item
						С	D = (AxBxC)	E (Dx52)
1	Work pants or Cargo Work pants	For the rental and cleaning services of workpants as describe in Annex "A" statement of work	30	11	Weekly	\$	\$	\$
2	Coverall	For the rental and cleaning services of Coveralls as describe in Annex "A" statement of work including Canada logo badge, high visibility high visibility stripes	12	9	Weekly	\$	\$	\$
3	Electrician Shirts	For the rental and cleaning services of Electrician Shirts as describe in Annex "A" statement of work including Canada logo badge	6	7	Weekly	\$	\$	\$
4	Electrician Pants	For the rental and cleaning services of Electrician Shirts in Annex "A"	6	10	Weekly	\$	\$	\$
5	Additional Charges: Describe				Weekly	\$		\$
6	Maintenance Charge				Weekly	\$		\$
Table 5 – Estimated Total Cost for Optional Period 4								\$

Table 6 - Total Aggregate Price – subject to a limitation of expenditure

Table 1 – Estimated Total Price or Cost – Initial Period	\$
Table 2 – Estimated Total Price – Optional Period 1	\$
Table 3 – Estimated Total Price – Optional period 2	\$
Table 4 – Estimated Total Price – Optional Period 3	\$
Table 5 – Estimated Total Price – Optional Period 4	\$
Total Cost for Financial Proposal Evaluation (Taxes Extra):	\$