

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 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

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

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 Canadadu 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).

litie / litre	
Janitorial Services – PSEC	West

Vancouver Laboratory

Date

October 26, 2023.

Solicitation No. / Nº de l'invitation

30004446

T'41 / T'4

Client Reference No. / No. de référence du client(e) 30004446

Solicitation Closes / L'invitation prend fin

At /à: 2:00 PM

EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est)

On / le: November 20, 2023

F.O.B. / F.A.B. Taxes Duty / Droits
Destination See herein — Voir See herein —

See herein — Voir ci-inclus

See herein — Voir ci-inclus

Destination of Goods and Services / Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to : /

Adresser toute demande de renseignements à :

Simon Cousineau

Email / Courriel: simon.cousineau@dfo-mpo.gc.ca

and cc DFO.Tenders-Soumissions.MPO@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. de téléphone

Facsimile No. / No. de télécopieur

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

Signature Date

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Canada

Solicitation No. – Nº de l'invitation : 30004446

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PART 1. - GENERAL INFORMATION

1.1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements and any other annexes.

1.2. Summary

- 1.2.1. Janitorial services are required at the Pacific Science Enterprise Center Monday to Friday inclusive, except for holidays. The Janitorial services will commence no earlier than 5pm weekdays and consist of cleaning of all exposed surfaces of the interior of buildings, including walls, floors, floor coverings, furniture, plumbing and mechanical fixtures, hand rails, grilles, and windows (inside and outside). Main Building (including the indoor aquarium and warehouse) 3,914 m² Donaldson Building 169 m².
- **1.2.2.** There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.3 Procurement Strategy for Indigenous Business
- 1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

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

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

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

1.4 Debriefings

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

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 Standard Acquisition Clauses and Conditions manual (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> (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 <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2. Submission of Bids

Bids must be submitted 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 7 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 British Columbia, Canada.

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. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held at **4160 Marine Drive West Vancouver**, **BC. on November 3, 2023 at 9:00 a.m. EDT.**

Bidders must communicate with the Contracting Authority **no later than November 2, 2023 at 2:00 p.m**. **EDT** to confirm attendance and provide the names of the person(s) who will attend the mandatory site visit and provide the following information:

- a. Business name
- b. Business address
- c. Business phone number
- d. Bidder's representative name(s), with email address and phone number

Bidders will be required to sign a Department of Fisheries and Oceans attendance form at the mandatory site visit. Bidders must confirm in their bid submission that their firm's representative has attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Bidders must note that **all questions must be sent, by email, to the attention of the Contracting Officer**. DFO delegate(s) on site <u>are not authorized to take and/or respond to any questions</u> received from potential bidders on site visits. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.6. 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)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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

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, time and location</u>:

Section I: Technical Bid (one soft copy in PDF format)
Section III: 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.

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

- a) use 8.5 x 11 inch (216 mm x 279 mm), letter-sized, paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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Section II: Financial Bid

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

3.1.2. SACC Manual Clauses

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

Mandatory and point rated technical evaluation criteria are included in Annex D.

4.1.2. Financial Evaluation

4.1.2.1. Mandatory Financial Criteria

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

Refer to Annex B Basis Of Payment.

4.2. **Basis of Selection**

4.2.1. Basis of Selection - Lowest Price Per Point

SACC Manual Clause A0035T, Basis of Selection – Lowest Price Per Point

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

5.1.2 **Mandatory Site Visit**

By submitting a bid, the Bidder certifies that the Bidder or the Bidder's representative has attended the mandatory site visit.

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.tpsgc-pwgsc.gc.ca/ciif/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.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.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. List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 2 to Part 5.

5.2.4.4. Personnel Identification Form (PIF)

Bidders must complete the Personnel Identification 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 major interest in the entity.

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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? 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 Contracting Policy Notice: 2019-01 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? **Yes** () **No** ()

If so, the Bidder must provide the following information:

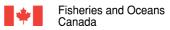
- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



- 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.

	The following	certification	signed by	the $^\prime$	contractor	or an	authorized	officer:
--	---------------	---------------	-----------	---------------	------------	-------	------------	----------

"I certify that I have examined the information provided above and that it is correct and complete"
Signature
Print Name of Signatory



ATTACHMENT 1 TO PART 5 PERSONNEL IDENTIFICATION FORM

		Contrac	t / file numl	per:			
PROJECT TITLE:							
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Service	es (Add second r	page if more	e space nee	ded. please	print clear	·lv)	
Resource Person working on this project	Date of birth YYY/MM/DD	PV	/GSC file ertificate #	Security Level	Meet	Does not Meet	Comments
Contractor's Authori (For Official Use)	ized Signatory :				Date:		
Company Clearance	Required	Security Level	Meet / [Does not Me	eet / Comi	ments (Offic	cial Use Only)
Designated Organization Screening							
Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries Authorization of Cor I approve I do not appro Contracting Security Date:	ove based on: Authority:	ty Authori					

Solicitation No. – N° de l'invitation : 30004446

ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid 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. - SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
- Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses.
 - (b) the Bidder's security capabilities must be met as indicated in Part 7 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.

6.2. Insurance Requirements

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

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

PART 7. - RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. 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.

7.2.1. General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of <u>2035</u> (2022-12-01) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: 2035 12 (2022-12-01), Invoice Submission

Insert: Invoice Submission

- 1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc Dan.Charitar@dfo-mpo.gc.ca. 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);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** 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;
 - Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and

- I. 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.

7.2.2. 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.

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

7.3. Security Requirements

7.3.1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.4. Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from January 1, 2024 to December 31, 2024 inclusive.

7.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period 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 Annex B Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3. Location of Work, Work site and Delivery Points

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

7.5. Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Simon Cousineau

Title: Senior Procurement Officer

Department of Fisheries and Oceans Canada Directorate: Materiel and Procurement Services Address: 200 Kent Street Ottawa, On

Telephone: 343-548-1568

E-mail address: simon.cousineau@dfo-mpo.gc.ca cc 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.

from anybody other than the Co	ntracting Authority.
7.5.2. Project Authority (to k	pe inserted at Contract award)
The Project Authority for the Co	ntract is:
Name: Title: Organization: Address:	
Telephone: E-mail address:	
carried out under the Contract a Work under the Contract. Techr Project Authority has no authori	resentative of the department or agency for whom the Work is being and is responsible for all matters concerning the technical content of the nical matters may be discussed with the Project Authority, however the ty to authorize changes to the scope of the Work. Changes to the scope hrough a contract amendment issued by the Contracting Authority.
7.5.3. Contractor's Represen	ntative (to be inserted at Contract award)
The Contractor's Representative	e for the Contract is:
Name: Title: Organization: Address:	
Telephone: Facsimile: E-mail address:	

7.6. Proactive Disclosure of Contracts with Former Public Servants

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

7.7. Payment

7.7.1. Basis of Payment

The Contractor will be paid for the Work performed, 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.

7.7.2. Limitation of Expenditure

- 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.

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

7.7.3. Methods Of Payments

6.7.3.1 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:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.4. 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)

7.8. Invoicing Instructions

- **7.8.1.** The Contractor must submit invoices in accordance with subsection 7.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- **7.8.2.** 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: dan.charitar@dfo-mpo.gc.ca and provide the required information as stated in subsection 7.8.1 above.

7.9. Certifications and Additional Information

7.9.1. 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.

7.9.3 SACC Manual Clauses

SACC Manual clause A3015C (2014-06-26), Certification – Contract SACC Manual clause A3050C (2014-06-26), Cost Submission – Limitation of Expenditure or Ceiling Price

7.10. Applicable Laws

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

7.11. 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 the supplemental general conditions <u>4013</u> (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services, apply to and form part of the Contract.
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated (To be inserted at contract award)

7.12. Insurance Requirements

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

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

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

7.13. 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 "Dispute Resolution".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

7.18 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

1.0 TITLE

Janitorial Services: Cleaning and Housekeeping Fisheries and Oceans Canada (DFO).

1.1 Introduction

Janitorial services are required at the Pacific Science Enterprise Center Monday to Friday inclusive, except for holidays. The Janitorial services will commence no earlier than 5pm weekdays and consist of cleaning of all exposed surfaces of the interior of buildings, including walls, floors, floor coverings, furniture, plumbing and mechanical fixtures, hand rails, grilles, and windows (inside and outside). Main Building (including the indoor aquarium and warehouse) – 3,914 m² Donaldson Building – 169 m²

1.2 Expected Start and Completion Dates

Contract to commence on January 1, 2024 and end on December 31, 2024 with options to extend the contract for five (5) additional one (1) year periods.

Options to extend the Contract:

The Contractor grants to Canada, the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Option periods if exercised will be January 1, 2025 to December 31, 2025, January 1, 2026 to December 31, 2026, January 1, 2027 to December 31, 2027, January 1, 2028 to December 31 2028 and January 1, 2029 to December 31. 2029.

Scope of work under this Contract includes but is not to be limited to the provisions of all labor, materials, supervision and equipment necessary to complete the following work in accordance with attached site plans, specifications and general conditions.

1.3 Objectives of the Requirement

The objectives are to have on-going quality janitorial service. The services should be evident in the cleanliness of the work environment, to the Facility Manager and the employee's working in the facility being cleaned.

2.0 SCOPE OF WORK

- **2.1.1** The Contractor shall clean the areas of all exposed surfaces of the interior of buildings including walls, floors, floor coverings, furniture, plumbing and mechanical fixtures, hand rails, grilles, and windows (inside and outside glassed areas).
- **2.1.2** The Contractor will be responsible for turning off all unnecessary lighting and securing the premises before leaving (there could be other special instructions posted on the door) doors found locked shall remain locked after completion of janitorial work. If any doors are found unlocked after regular working hours, please make a note of them and report to the commissionaire on duty.
- **2.1.3** Care must be taken by Contractor not to tamper with ongoing scientific experiments or with operating equipment (don't disturb switches, levers, valves). When working in laboratories, do not disturb

ladder, supplied by contractor).

or move equipment, and do not stand on counters when cleaning air grilles (use a WCB approved safety

- DFO's research staff will occasionally leave special waste in the hallways or lab floors 2.1.4 (radioactive waste, bio-medical waste, sharp-blades containers); DO NOT TOUCH THIS MATERIAL, as it will be disposed by specialized companies. If cleaning staff have any doubts whatsoever about special waste, please ask the PSEC - Fisheries and Oceans Canada staff.
- These specifications provided by DFO for janitorial services from Monday to Friday inclusive, except holidays, and starting no earlier than 515 p.m. each day, with as little inconvenience as possible to staff. Janitors are not allowed to bring additional non-working persons outside of their regular staff, and should advise PSEC-Fisheries & Oceans Canada staff of any work that will be performed during weekends.

3.0 CLEANING SCHEDULE AND RESPONSIBILITIES

- 3.1 The following activities must be performed by the Contractor daily (Monday to Friday)
- Empty all waste containers on the second floor and dispose in outside garbage bin. All waste containers should be lined with a clean plastic garbage bag or liner, which will be replaced when soiled or torn. Waste containers will be wiped clean as required.
- **3.1.2 Daily clean**, vacuum floors and empty waste containers in these areas:
 - a) All second floor areas in the main building
 - b) Commissionaire's station and lobby
 - c) Rooms 102, 103, 107C, 109B, 116B, 118, 128, 133, 135, 136E.
 - d) First Floor conference area Room 100
 - e) Lunchroom & RPSS & Admin Room RP1 & Rm147.
- 3.1.3 Clean and service supplies in all washrooms, locker rooms and shower stalls daily, which include the following activities:
 - a) Restock all paper and soap supplies; make sure there are enough quantities to last at least one working day. Include a spare roll of toilet paper in washrooms upstairs & down (leave on top of
 - b) All waste containers are to be emptied, disinfected and plastic liners replaced
 - c) Clean all surfaces with a liquid germicidal detergent, including basins, toilets, toilet seats, toilet seat hinges, toilet stall partitions, walls, urinals, shower areas and plumbing fixtures.
 - d) Clean and polish all bright work including chromed plumbing with a glass cleaner or foam spray cleaner.
 - e) Clean Mirrors in washrooms as required.
 - f) All surfaces are to be free of dust, finger marks, spots, stains, odours and mould
 - g) Wet mop all floors all washrooms, locker rooms and shower stalls with a solution of germicidal detergent and hot water (follow manufacturer's mixing instructions).
 - h) Pour 4.0 L of clean clear water down each floor drain after each floor mopping
 - Report any problems in washrooms such as leaky faucets, lights out etc. to Facilities Management staff.
- Sweep clean all exterior door entrances, porches, stairways; remove all debris within a radius of 17 metres, including the red brick area at main entrance to building, breezeway between boiler room and workshop. This includes exterior litter pick up around the main entrance of the building and the RPSS buildings. (dry leaves and other debris).
- Wipe clean with a damp cloth soaked in mild disinfectant cleaning solution, followed by an application of furniture polish and buff with a flannel cloth in the following areas:
 - a) Main building conference boardroom (Room 201) tables and chairs
 - b) Commissionaire's area desk, table, top of counters

- c) Central conference room tables and chairs -Room 100.
- **3.1.6** Wipe clean glass doors, windows, glass doors to hallway.
- **3.1.7** Wipe clean elevator-all stainless steel surfaces.
- **3.1.8** Main floor conference area Room 100
 - a) Clean and maintain floors: vacuum carpet (spot clean stains if necessary)
 - b) Wipe all windows clean, glass and window frames
 - c) Remove all smudges, finger prints and stains.
- 3.1.9 Stairwells North and South
 - a) Clean and maintain floors -spot clean stains if necessary
 - b) Wipe all windows clean, glass and window frames
 - c) Remove all smudges, finger prints and stains
 - d) Wood polish south handrail (wood handrail)
 - e) Maintain lock up
 - f) Wipe cobwebs.
- **3.1.10** Remove any scuff marks on the floor and walls.
- **3.1.11** Check the parkade and the driveway from the main entrance for any litter pick up and clean up.
- 3.2 The following activities must be performed by the Contractor once a week
- **3.2.1** Spray-buff maintenance in main building hallways.
 - a) Use treated dust mop to remove loose dust and dirt.
 - b) Mix solution of floor polish, water, and detergent (follow manufacturer's mixing instructions) then clean and polish with floor machine.
 - c) Remove any dust particles resulting from this procedure with a treated dust mop.
 - d) Machine polish to obtain a glossy finish
- **3.2.2** Dust ALL walls, ceiling corners, air grilles, window sills, office furniture.
- a. Wipe clean arm rests and base.
- b. Remove any cobwebs.
- c. Wipe clean all telephone handsets, free of smudges and stains using a disinfectant cleaner.
- 3.2.3 Sweep and mop boiler room floor and warehouse floor.
 - a) Empty all garbage containers.
- **3.2.4** Replace soiled or torn liners, check or empty paper recycling containers when half full, place paper and cardboard neatly in corner of warehouse. **DO NOT HANDLE: any waste containers labeled as radioactive, bio-hazardous or with sharp blades.** If in doubt, ask PSEC staff first.
- 3.2.5 Check and empty out the exterior garbage cans on the grounds and along the building.
- **3.2.6** Empty out all recycling bin stations once a week in the whole complex or when full. (main building and the RPSS annex).
- 3.3 The following activities must be performed by the Contractor twice a week
- 3.3.1 Clean ALL floors, stairs, offices, laboratories and hallways:
 - a) All non-carpeted floors shall be swept and damp-mopped using a water-based dust control mop treatment.
 - b) After mopping all floors are to be free from debris, dust, rubber marks, water stains and loose mop strands.

- c) Vacuum all offices and carpeted floors & staircases.
- 3.3.2 Clean all doors, door knobs, armchair rests, table tops (not counters in laboratories), walls, all inter and exterior elevators surfaces, all stainless steel and chromed surfaces, glass partitions. Surfaces will be free of stains, smudges and finger marks.

3.4 The following activities must be performed by the Contractor once a month

- 3.4.1 Sweep and wet mop floors with a warm detergent solution, empty all waste cans in the following areas:
 - a) Attic fan room
 - b) Second floor boiler room
 - c) Telephone room and
 - d) Elevator room.
- Hose down cement deck and stairs at main building entrance and asphalt breezeway between boiler room and workshop. Brush of any stains and rinse off.
- 3.4.3 Shampoo the main entrance carpet in the security office and the exterior of the entrance.
- 3.5 The following activities must be performed by the Contractor every three months
- 3.5.1 All waxed floors (hallways, laboratories, stairwells and offices) are to be completely stripped, rinsed, waxed, and polished:
 - a) Remove all loose dust and debris by sweeping or vacuuming, apply stripper solution following manufacturer's instructions.
 - b) Scrub floor using nylon pads on electric floor machine.
 - c) Pick up soiled solution immediately (avoid solution drying on floor)
 - d) Repeat procedure if there is still wax build up on floor
 - e) Rinse with clear warm water with nylon pad or mop, making sure all stripper residues are removed
 - f) Apply floor sealer (water based), when floor is completely clean and dry. Apply sealer with a mop, repeat if necessary to obtain required glossy appearance.
 - g) Buff, after sealer is dry, with a nylon pad, vacuum, and then rinse with clear cold water.
 - h) Apply floor polish with a clean string mop (NOT the same mop used for stripping), followed by polishing with a dry fine nylon pad. Repeat this procedure, with a second coat of floor polish. Ensure to clean along the edges of the floor at the wall in tiled areas.

3.6 The following activities must be performed by the Contractor twice a year(April and September)

3.6.1 **Window Washing**

- a) All windows and skylights especially north end of main floor hallway will be cleaned inside and outside, including frames and mouldings.
- b) Glass surfaces shall be free from dirt, oil streaks and water marks. Do not damage glazing compound, caulking or mouldings along exterior of some frames.
- c) Contractor will supply all necessary pails, hoses safety equipment and window washing equipment. All applicable Workman's Compensation Board regulations shall be followed in the performance of this duty.
- d) This work to be done during daylight only, between hours of 9:00 am and 3:00 pm
- e) Provide four working days advance notice before washing all windows.

3.6.2 Pressure Wash

- a) Cement Deck at main building entrance
- b) Entrance/Sidewalk north of lab 127
- c) Remove all stains, moss, mould, discolouration, etc.

4.0 REPORTING REQUIREMENTS

DFO's Facility Manager will supply a monthly schedule of work throughout the building showing the daily, weekly, twice weekly and monthly where and when the various tasks will be carried out. A daily check mark square for work verification <u>must</u> be signed by cleaning staff.

5.0 PROJECT MANAGEMENT CONTROL PROCEDURES

The Contractor agrees to attend monthly cleaning inspection tours of the Centre for Aquaculture & Environmental Research (PSEC) facilities with a DFO representative, at which time any problems will be discussed. A specific date for these inspections will be set by the Facilities Manager. Any complaints or deficiencies reviewed during these meetings shall be resolved by the next working day.

Payment for work completed will be made up on certification of the Contractor's invoice by the Facility Manager, that the works have been completed to the satisfaction of DFO.

6.0 OTHER TERMS AND CONDITIONS

6.1 Authorities

DFO's Departmental Representative for this contract will be on-site facility manager. The Facility Manager will be the sole contact for the contractor with respect to Administration, Invoicing Questions, and any interaction with respect to direction from the Client.

6.2 DFO Obligations

- a) Fisheries and Oceans Canada will supply hand soap, paper towels, deodorant blocks and toilet paper.
- b) Provide the Contractor unimpeded access to all portions of the facility covered by this contract, light, and power in order to perform the work as specified.
- c) Lift all files & personal items from the carpet prior to the service;
- d) Insure lights & power are left "on";
- e) Administrate security access to the building;
- f) Stop or limit the amount of business activity during the service;
- g) Provide parking at no cost to the contractor:
- h) Provide access to Janitor rooms, washrooms & exterior water bibs as required;
- Participate in the Quality Assurance Program (the contractor and the site authority review and accept the work);
- i) Provide service ratings:
- k) Provide service feedback.

6.3 Contractor's Obligations

- a) The Contractor agrees to attend monthly cleaning inspection tours of the Centre for Aquaculture & Environmental Research (PSEC) facilities with a DFO representative, at which time any problems will be discussed. A specific date for these inspections will be set by the Facilities Manager. Any complaints or deficiencies reviewed during these meetings shall be resolved by the next working day.
- b) The Contractor shall provide all necessary supervision, expertise, labour, materials, and equipment required to carry out the services in these specifications.
- c) The understanding that the Facility Manager or the Operations Manager shall be the sole judge of quality of the work embodied in these specifications, and his/her decisions on all questions in dispute with regard to the meaning or interpretation of the specifications shall be final.

- d) Committed persons hours, salaries and benefits The Contractor is responsible to set the numbers of persons required to meet the schedules, performance and standards of this contract. It is expected that the persons on site will work shifts which represent the full cleaning hours 'start to finish' as stipulated in the Hours of Work section and to be given the appropriate breaks according to current Labour Standards and as well a ½ hour unpaid meal break.
- e) Failure to meet the cleaning hours and requirements on any given day must be rectified by providing the equal and additional hours on the next cleaning day. Further, any changes to the committed persons/hours must be pre-approved by the RPSS Site Representative.
- f) Where the Contractor does not supply the per week person hours as committed and where no adjustment has received approval, the RPSS Site Representative will without warning deduct the reductions as liquidated damages, to cover the value on non-performance of work at the \$ per hour based on the contractor's 'charge out rate'.
- g) Should there be a continuance of shortage of manpower/hours over any given month disciplinary action up to and including termination of the contract will be enacted.
- h) The Contractor's site supervisor and all their employees must be issued by the owner, two copies of our current Cleaning Standards, Statement of Work, Task Schedules and to have been trained to perform to and agree to comply with them by providing one signed set to the Facilities Manager prior to commencing work at the site.
- Termination of the Contract by the Minister, if the Contractor's work is consistently judged not satisfactory by the DFO representatives. The Minister reserves the right to terminate this agreement upon providing seven (7) days notice by registered letter to the Contractor's business address, and a copy to the Contractor's staff on-site.
- DFO may take all or any portion of the work out of the Contractor's hands and may employ such means as may be fit to complete the work in any cases such as the Contractor defaulting on work even after being notified, abandonment of work, the Contractor becoming insolvent, etc.
- k) It is a requirement that ALL cleaning staff sign the attendance sheet located at the front entrance, wear Contractor Identification, at the Commissionaire's desk, and sign in/out before leaving.
- The Contractor must supply all necessary cleaning equipment and supplies. All cleaning and maintenance equipment such as but not limited to mopping pails, scrubbing and polishing machines, vacuum cleaners, brooms, mops ladders, scaffolding, safety harnesses, dusting cloths, brushes, scrapers, hoses, detergents, disinfectants, waxes, stripping solutions, plastic garbage bags, shall be supplied by the contractor. The Contractor is responsible for keeping the equipment clean and in good repair, in full compliance with WCB and CSA standards. Any equipment deemed unacceptable by PSEC - Fisheries & Oceans Canada shall be replaced immediately at no cost to Fisheries & Oceans Canada.
- m) All materials used by the Contractor such as detergents, scouring powders and liquids, cleaners, wax and sealers, etc. must comply with the latest specifications of the Canadian Government Specifications Board, or be equal thereto.
- n) Cleaning materials must be suitable for the surface intended and shall not be harmful to such surfaces. Materials are subject to Government laboratory tests of samples taken from stocks used in the buildings.
- o) Preference shall be given (where a choice exists) to use chemical products which are non-toxic, non-abrasive, non-chlorofluorocarbon based or propelled, bio-degradable, and otherwise environmentally safe.

6.4 Location of Work, Work site and Delivery Point

Cleaning staff will report to 4160 Marine Drive West Vancouver, BC V7V 1N6, The Pacific Science Enterprise Centre.

6.5 Language of Work

All cleaning staff shall be able to read, write and speak English and shall have taken training in WHMIS. (Workplace Hazardous Material Identification System)

- a) Copies of each WHMIS training certificate must be provided upon bid close.
- b) Due to potentially hazardous environments in PSEC facility, these conditions must be met without exceptions due to the health and safety liabilities.

6.6 Security Requirements

<u>The Contractor</u> working under this contract must hold a valid Designated Organization Screening (DOS) level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

<u>The Contractor's resources</u> working on this contract must EACH hold a valid **RELIABILITY STATUS** granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises.

6.7 Travel and Living

There is no travel or living expenses associated with this contract.

ANNEX "B" BASIS OF PAYMENT

Professional Services and Associated Costs

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Definition of a Day/Proration

A day is defined <u>as 4 hours per person</u> exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked x applicable firm per diem rate) ÷ 4 hours

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

For the provision of all professional services, including all associated costs necessary to carry out the required work

Note – Daily cleaning required (Approximately 8 hours per day) 2 cleaners required – 5 days a week Monday to Friday – no Holidays The Janitorial services will commence no earlier than 515pm.

The Contractor will be paid all-inclusive fixed time rates as follows:

Initial Period of Contract: January 1, 2024 to December 31, 2024

Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to (Days)	Total
		(A)	(B)	(A x B) (C)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
Тс	\$			

Option Year #1 - Period of Contract: from January 1, 2025 to December 31, 2025

Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to ———— (Days)	Total
				(A x B)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
	\$			

Option Year #2 - Period of Contract: from January 1, 2026 to December 31, 2026

Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to ———— (Days)	Total
		(0)	(7)	(A x B)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
	\$			

Option Year #3 - Period of Contract: from January 1, 2027 to December 31, 2027

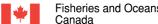
Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to ———— (Days)	Total
				(A x B)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
	\$			

Option Year #4 - Period of Contract: from January 1, 2028 to December 31, 2028

Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to ———————————————————————————————————	Total
				(A x B)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
	\$			

Option Year #5 - Period of Contract: from January 1, 2029 to December 31, 2029

Category of Resource	Level of Expertise	All-inclusive fixed Per-Diem Rate	Estimated Level of Effort. Award to ———— (Days)	Total
				(A x B)
		(A)	(B)	(C)
		\$	days	\$
		\$	days	\$
	\$			



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada du Canada	Contract Number / Numéro du contrat F5211-190118				
	Security Classification / Classification de sécurité				

SECURITY REQUIREMENTS CHECK LIST (SRCL)

				-3 M LA	SECURITE (LVERS)			
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organization		NCONTRAC	TUELLE	2 Brane	ch or Directorate / Direction	nénérale ou Direction		
Ministère ou organisme gouvernemental d'origin	Ministère ou organisme gouvernemental d'origine HRCS/RPSS					gonerale ou Direction		
Fisheries and Oceans Canada				1	(1 00			
3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant								
Brief Description of Work - Brève description du l	travail	l					\neg	
Janitorial services contract- PSEC West Van Lab - West Vancouver BC V7V 1C1								
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? No Non Oui								
b) Will the supplier require access to unclassifie Regulations? Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données techt	techniques milita	-	•			No Non Ye	es Jui	
6. Indicate the type of access required - Indiquer le	type d'accès red	luis						
a) Will the supplier and its employees require at Le fournisseur ainsi que les employés auront (Specify the level of access using the chart ir (Préciser le niveau d'accès en utilisant le table)	-ils accès à des i Question 7. c)	enseignemen	ts ou à des) informati biens PRC	on or assets?)TÉGÉS et/ou CLASSIFIÉS	? ✓ No Yo	es Jui	
b) Will the supplier and its employees (e.g. clea No access to PROTECTED and/or CLASSIF Le fournisseur et ses employés (p.ex. nettoy L'accès à des renseignements ou à des bien	IED information of eurs, personnel of	or assets is pe l'entretien) aur	rmitted. ont-ils accè	s à des zo			es Jui	
Is this a commercial courier or delivery require S'agit-il d'un contrat de messagerie ou de livi				nuit?			es Jui	
7. a) Indicate the type of information that the supp	lier will be require	ed to access /	Indiquer le l	ype d'info	mation auquel le fournisseu	r devra avoir accès		
Canada	NA.	TO / OTAN			Foreign / Étrange	r 🔲		
7. b) Release restrictions / Restrictions relatives à	la diffusion							
No release restrictions Aucune restriction relative à la diffusion	All NATO coun Tous les pays				No release restrictions Aucune restriction relative à la diffusion			
Not releasable À ne pas diffuser								
Restricted to: / Limité à :	Restricted to: /	Limité à :			Restricted to: / Limité à :			
Specify country(ies): / Préciser le(s) pays :	Specify country	/(ies): / Précis	er le(s) pay:	3 :	Specify country(ies): / Pré	ciser le(s) pays :		
7. c) Level of information / Niveau d'information	NATO UNCLA	ecicien			PROTECTED A			
PROTECTED A PROTÉGÉ A	NATO UNCLA NATO NON CI				PROTEGÉ A			
PROTECTED B PROTEGÉ B	NATO RESTR NATO DIFFUS	ION RESTRE	INTE 🗌	•	PROTECTED B PROTEGÉ B			
PROTECTED C PROTÉGÉ C	NATO CONFIL NATO CONFIL	DENTIEL			PROTECTED C PROTEGÉ C	믜		
CONFIDENTIAL CONFIDENTIAL	NATO SECRE	Τ			CONFIDENTIAL			
SECRET SECRET	COSMIC TOP COSMIC TRE				SECRET SECRET TOP SECRET	븻		
TOP SECRET TRÉS SECRET TOP SECRET (SIGINT)					TRES SECRET TOP SECRET (SIGINT)	- -		
TRÈS SECRET (SIGINT)	1				TRÈS SECRET (SIGINT)			
	Securit	y Classification	n / Classific	ation de sé	ecurité	C . 1		

Canada

TBS/SCT 350-103 (2004/12)

Pêches et Océans Canada



Government Gouvernement du Canada

Contract Number / Numéro du contrat F5211 190118 Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)		·					
8. Will the supplier require access to PRO	ASEC information or assets? SEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui					
Will the supplier require access to extremely be fournisseur aura-t-il accès à des rensers.	No Yes						
Short Title(s) of material / Titre(s) abrég			Non Our				
Document Number / Numéro du document :							
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) 0. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis							
RELIABILITY STATUS COTE DE FIABILITÉ	quired / Niveau de contrôle de la si CONFIDENTIAL CONFIDENTIEL	écurité du personnel requis SECRET SECRET SECRET	TOP SECRET TRÈS SECRET				
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET				
SITE ACCESS ACCES AUX EMPLACEMENTS		I WAY OLD KEY	COSMIC TRES SECRET				
Special comments: Commentaires spéciaux :							
NOTE: If multiple levels of screeni REMARQUE : Si plusieurs niveaux	ng are identified, a Security Classit de contrôle de sécurité sont requis	fication Guide must be provided. , un guide de classification de la sécurité doit ê	tre fourni.				
10. b) May unscreened personnel be used f Du personnel sans autorisation sécur	or portions of the work?	ties du travail?	No Yes				
If Yes, will unscreened personnel be	escorted:		□ No □ Yes				
Dans l'affirmative, le personnel en qu			L. Non L. Oui				
PART C - SAFEGUARDS (SUPPLIER) / P. INFORMATION / ASSETS / RENSEIGNE		CTION (FOURNISSEUR)					
premises?		CLASSIFIED information or assets on its site or nseignements ou des biens PROTÉGÉS et/ou	No Yes Non Oui				
11. b) Will the supplier be required to safegu Le fournisseur sera-t-il tenu de protég	ard COMSEC information or asset er des renseignements ou des bie	ts? ns COMSEC?	No Yes				
PRODUCTION							
equipment occur at the supplier's site	or premises?	ROTECTED and/or CLASSIFIED material or n et/ou réparation et/ou modification) de matéria	No Yes Non Oui				
INFORMATION TECHNOLOGY (IT) MEDIA	A / SUPPORT RELATIF À LA TEC	CHNOLOGIE DE L'INFORMATION (TI)					
11. d) Will the supplier be required to use its CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser s	es propres systèmes informatique	ss, produce or store PROTECTED and/or s pour traiter, produire ou stocker électroniquen	No Yes Non Oui				
des renseignements ou des données	PROTEGÉS et/ou CLASSIFIÉS?						
Will there be an electronic link betwee Disposera-t-on d'un lien électronique o gouvernementale?	n the supplier's IT systems and the entre le système informatique du fo	e government department or agency? numisseur et celui du ministère ou de l'agence	No Yes				
	<u> </u>						
TBS/SCT 350-103 (2004 12	Security Classifica	tion / Classification de sécurité	Canad ä				
,			- Juniuuu				



Government Gouvernement du Canada

Contract Number / Numéro du contrat F5211-190118

Security Classification / Classification de sécurité UNCLASSIFIED

PART C (continued) I in For users completing site(s) or premises. Les utilisateurs qui re	the form	manu	ally use the mulaire man	uelleme	nt doive							
niveaux de sauvégarde requis aux installations du fournisseur. For users completing the form online (via the Intenet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies												
dans le tableau récapitulaif. SUMMARY CHART / TABLEAU RÉCAPITULATIF												
Category	PROTE	CTED	014	SUMMA	ART CH	ART/TABL	NATO		IIF.		COMSEC	
Catégorie	PROT	ÉGÉ	CL	ASSIFIÉ								
	^ B	0	Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top Secret	Protected Protégé	Confidential Confidential	Secret Top Secret
			Confidentiel		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		COSMIC Très Secret	A B C		Très Secret
Information / Assets Renseignements / Biens												
Production		ī		\Box	i			П	\Box			
IT Media		葥	Ħ	Ħ	Ħ	ī		Ħ	Ħ			
Support Ti IT Link		諯	౼	片	片	H	 	늄	늄		1 7 1	러님
Lien électronique		لسال	ш					يبا		اللاللال		
12. a) Is the description La description du If Yes, classify th	travail vi nis form	sé par l by ann	a présente L otating the	.VERS e top and	st-elle de bottom	in the area	OTEGE et/ou entitled "Se	CLASS curity C	lassificat	ion".		lo Yes lon Oui
Dans l'affirmative	e, classi	fier le p	résent forn	nulaire e	en indiqu	ant le nive	au de sécuri	itė dans	la case ii	ntitulee.		
12. b) Will the document La documentation	attache associé	d to this e à la p	SRCL be P résente LVE	ROTECT RS sera	TED and -t-elle Pi	/or CLASSIF ROTÉGÉE e	FIED? et/ou CLASSI	FIÈE?			✓;	No Yes Non Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).												
			_									
				S	ecurity (/ Classificat	ion de s	écurité		C	anadä
TBS/SCT 350-103 (2004/1	2)					UNCLA	OOII IED					aulaud

ANNEX D - EVALUATION CRITERIA

MANDATORY REQUIREMENTS

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

The proponent must include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	The bidder must have at least three (3) years' experience in Janitorial Services including cleaning labs.		
M2	The bidder must provide two (2) client references. References may be contacted to substantiate experience.		
М3	The bidder must hold a valid Designated Organization Screening (DOS) level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services (PWGSC) for access to DFO premises at time bid close.		
M4	The bidder's resources working on this contract must EACH hold a valid RELIABILITY STATUS granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises at time of bid closing. Proof must be submitted prior to bid closing.		
M5	The bidder must supply a work team of at least two (2) trained full time employees Names must be submitted prior to bid closing		
M6	The bidder proposed resources' must have taken training in WHMIS (Workplace Hazardous Material Identification System) Please provide copies of each proposed resource's WHIMIS training certification upon bid close.		
M7	The bidder must provide a copy of your Companies current, local Municipal Business License covering West Vancouver, BC.		
M8	The bidder must provide a copy of your Companies current Work Safe BC clearance letter.		
М9	The bidder must provide a copy of their Companies benefit package for their employees.		

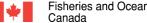
Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. Bidders' proposals must clearly demonstrate that they meet the criterion.

No.	Point Rated Criteria	Point Scale	Points
R1	A proposed supervisor resource's years of experience in the janitorial field as a supervisor.	- 0 pts for less than 1 yr experience, - 2 pts for 1 - 3 yrs experience, - 5 pts for 4 - 5 yrs experience, - 8 pts for 6 - 8 yrs experience, - 10 pts for 8+ yrs experience Up to a maximum of 10 Points	
R2	A proposed supervisor resource's years of experience in the janitorial field as a cleaner.	- 0 pts for less than 1 yr experience, - 2 pts for 1 - 3 yrs experience, - 5 pts for 4 - 5 yrs experience, - 8 pts for 6 - 8 yrs experience, - 10 pts for 8+ yrs experience Up to a maximum of 10 Points	
R3	Your Company's years of experience in the janitorial field.	- 0 pts for less than 1 yr experience, - 5 pts for 1 - 3 yrs experience, - 10 pts for 4 - 5 yrs experience, - 15 pts for 6 - 8 yrs experience, - 20 pts for 8+ yrs experience Up to a maximum of 20 Points	





R4	The Contractor is to provide the experience for 3 of their proposed cleaning resources in the janitorial field. Each resource will be rated separately	 O pts for less than 1 - 3 yrs experience, 2 pts for 4 - 5 yrs experience, 3 pts for 6 - 8 yrs experience, 4 pts for 9 - 12 yrs experience, 5 pts for 12+ yrs experience 	
		Up to a maximum of 15 Points	
R5	Describe your Company's uniform policy	 O points for no uniform policy 5 points for partial uniform (company shirt with logo) 10 points for full uniform (company shirt with logo and ID card) 	
		Up to a maximum of 10 Points	
Total			/65 Points
Propo	sals MUST receive a minimum score of respon	•	o be considered

ANNEX "E" - INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - 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 Fisheries and Oceans Canada.
 - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. 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.