



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À: ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Provision of Janitorial Services at the King City Weather Radar Station</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000026066</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2017 03 06</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 2:00 P.M. on – le 2017 04 18</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Daylight Time</p>	
	<p><b>F.O.B – F.A.B</b> Not Applicable</p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:Heidi.Noble@canada.ca">Heidi.Noble@canada.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2018-03-31</p>		
	<p><b>Destination - of Services / Destination des services</b> Environment and Climate Change Canada (ECCC) King City Weather Radar Station 14780 Jane Street King City, Ontario, L7B 1A3</p>		
	<p><b>Security / Sécurité</b> There is a security requirement associated with this requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

**TABLE OF CONTENTS**

**PART 1 – INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

**PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

**PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award
2. Certifications Required with the Bid

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Insurance Requirement
3. Statement of Work
4. Standard Clauses and Conditions
5. Term of Contract
6. Authorities
7. Proactive Disclosure of Contracts with Former Public Servants
8. Payment
9. Invoicing Instructions
10. Certifications
11. Applicable Laws
12. Priority of Documents

**List of Annexes:**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Insurance Requirement
Annex E	Mandatory Site Visit Certificate

## **PART 1 – GENERAL INFORMATION**

- 1.1** There is a security requirement associated with this requirement.
- 1.2.** Before award of a contract, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.2.1** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.2.2.** For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **2. Statement of Work**

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

### **3. Debriefings**

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

## **PART 2 – BIDDER INSTRUCTIONS**

### **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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<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 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under "Text" at 02:**

**Delete:** "Procurement Business Number"

**Insert:** "Deleted"

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

**At Section 06 Late Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

- 2.1** Bids must be submitted to the Contracting Authority at the address indicated on page 1 of the bid solicitation by April 18, 2017 at 2:00 P.M. (Eastern Daylight Time).

**3. Former Public Servant – Competitive Bid**

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 FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

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

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

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

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

**Former Public Servant in Receipt of a Pension**

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

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

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

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

**Work Force Adjustment Directive**

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

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (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.

#### **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.

### **PART 3 – BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (2 hard copies)

**Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

## **Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

### **1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.  
The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
  - (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the Ontario Region.
  - (ii) travel between the successful bidder's place of business and the Ontario Region to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

### **1.2 Bidders should include the following information in their financial bid:**

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

## **Section III - Certifications**

### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

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

**1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

**1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

**1.2 Technical Evaluation**

**1.2.1. Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Number	Criterion	Met/Not Met	Page Number
MT1	Bidder must provide a copy of WHMIS Certification for each proposed individual prior to contract award.		
MT2	Bidder must provide proof in a corporate profile that the company has a minimum of three years of experience in the field of janitorial service.		
MT3	Bidder must attend the Mandatory Site Visit (refer to Annex E).		

**1.3 Financial Evaluation**

**1.3.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$131,500.00 which includes the initial contract period and option period 1 and 2, applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

**1.3.2 Evaluation of Price**

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



## **2. Basis of Selection -**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

### **2. Additional Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may

propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### 3. Certifications Required with the Bid

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

Mandatory Site Visit Certification at Annex E

## PART 6 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation (*at contract award, delete this sentence and insert the title*).

**Title:** Provision of Janitorial Services at the King City Weather Radar Station

### 1. Security Requirement

1.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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

### 2. Insurance Requirement

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For 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.

### 3. Statement of Work

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

### 4. Standard Clauses and Conditions

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

#### 4.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

#### **At Section 06 Subcontracts**

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

**5. Term of Contract**

**5.1 Period of the Contract**

The period of the Contract is from May 1, 2017 to April 30, 2020 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (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.

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Environment Canada

Procurement and Contracting

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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.

**6.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

**7. 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 Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**8. Payment**

**8.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

**8.2 Limitation of Expenditure**

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) 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 percent committed, or

- (ii) four (4) 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..

## **9. Invoicing Instructions**

### **9.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## **10. Certifications**

### **10.1 Compliance**

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **11. Applicable Laws**

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

## **12. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirement;

- (g) Annex E, Mandatory Site Visit Certificate;
- (h) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

**ANNEX A**  
**STATEMENT OF WORK**

**Title:**

Provision of Janitorial Services at the King City Weather Radar Station

**Objective:**

Environment and Climate Change Canada (ECCC) has a requirement for janitorial services at its King City Weather Radar Station.

**Location:**

Environment and Climate Change Canada (ECCC)  
King City Weather Radar Station  
14780 Jane Street  
King City, Ontario, L7B 1A3

**Hours of Operation:**

King City Weather Radar Station is open routinely from 8:00 A.M. to 5:00 P.M, Monday to Friday and is closed Saturdays, Sundays, and statutory holidays.

Statutory Holidays:

New Year's Day – January 1  
Good Friday – March or April – Friday before Easter Sunday  
Easter – March or April – Monday after Easter Sunday  
Victoria Day – May – Monday preceding May 25  
Canada Day – July 1  
Labour Day – First Monday in September  
Remembrance Day – November 11  
Christmas – December 25  
Boxing Day – December 26

If the statutory holiday falls on a weekend, the following business day will be treated as the statutory holiday. ECCC is open Family Day, which falls on the third Monday in February in Ontario.

**Approximate Areas:**

<b><u>Buildings</u></b>	<b><u>Area (feet<sup>2</sup>)</u></b>
Main Radar Building (including Basement)	5600
Office building	5000

**Scope of Work:**



- a. The Contractor must provide all necessary labour to clean and maintain the premises at all times.
- b. The Contractor is responsible to provide sufficient labour to perform the above tasks although the total number of hours required may exceed the minimum amount of hours tendered for each service. A monthly inspection and report for work completed must be provided by the Contractor at the end of each month, unless otherwise arranged with the Site Manager or a designate.

**Hours of Work:**

- a. The Contractor must provide sufficient labour to perform routine cleaning as specified. Major cleaning projects to be scheduled by prior arrangement with the Site Manager or a designate. Any routine or major cleaning must not interfere with the ECCC staff.
- b. The number of work days per week must be sufficient to maintain the premises to specifications. The work must be performed for a minimum of five (5) days per week with a consistent amount of time each day. Days worked may be Monday to Friday, or Monday to Thursday with one additional day on the weekend. It is expected that the Work will be done during evening hours. If desired, other hours may be arranged with the Site Manager.

**Log:**

- a. A log must be maintained by the Contractor and kept at the King City Weather Radar Station. The Contractor must record the Work performed outside of required daily cleaning tasks as well as the Contractor's time of arrival and departure. The Work not registered will not be considered for payment. The log is subject to the Site Manager's inspection at any time.

**Tasks:**

**1. Routine Cleaning – Performed Daily**

- a. Dispose of, or recycle, all waste paper and garbage.
- b. Sweep floors and interior stairs using a dust control method.
- c. Wash floors and interior stairs; spray buff to remove traffic marks and restore shine.
- d. Vacuum walkway mats.
- e. Clean furniture, fixtures, filing cabinets, equipment, and lockers to remove finger marks, smudges, stains, and dust.  
Note: computer screens are the responsibility of ECCC staff, and are not to be cleaned by the Contractor.
- f. Clean window sills, baseboards, radiators, ledges, partitions, telephones
- g. Clean all doors, door glass, side panel glass, and transom glass.
- h. Wash and disinfect washroom floors, fixtures, mirrors, and walls with a germicidal detergent (quaternaly ammonium disinfectant product) to control the spread of germs, bacteria, and odour.
- i. Replenish paper towels, toilet tissue, soap, and deodorant blocks.
- j. Washroom sani-cans, if used, must be emptied, washed, and have sani-bag replaced.
- k. Empty all waste baskets into containers ready for disposal.
- l. Spot clean walls, ceilings, and inside window glass.
- m. Clean lighting fixtures.
- n. Pick up and remove all litter and debris from areas around entrances.
- o. Clean the Contractor's allotted space as per corresponding areas in the building.
- p. Close and lock all windows and doors and turn off lights when cleaning is completed.
- q. Clean Lunch Rooms by washing tables and countertops, sink, sweeping floors and spot-washing as necessary. Remove litter and recycling.

- r. Wash and clean the Lunch Room floors, tables, furniture, cupboards, countertops, and all appliances. Scrub the sink and remove litter and recycling. Dishes to be cleaned in dishwasher, and stacked in cupboards for re-use.
- s. Dust conference room tables and sweep floor.

## **2. Routine Cleaning – Performed Weekly**

- a. Clean interior and exterior metal work, where applicable.
- b. Vacuum upholstered furniture.
- c. Wash and clean interior of the Lunch Room fridges, cabinets, and all other appliances.
- d. Workshop must be swept weekly. Garbage cans must be emptied.

## **3. Routine Cleaning – Performed Monthly**

- a. Wash and disinfect waste cans, receptacles and recycling bins.
- b. Clean, wax, and polish furniture.
- c. De-scale toilet bowls and urinals.
- d. Shampoo walkway mats, the mats must be shampooed as needed during inclement weather.
- e. Recondition floors on a full-floor basis to remove traffic marks and soil build-up with a light scrub. Rinse floors with clear water; apply one (1) coat of non-slip floor finish to the dry, clean floor.
- f. Wash glass partitions and draft deflectors.
- g. Vacuum air grills and diffusers, and clean debris from air vents.
- h. Clean flies out of fluorescent light fixtures
- i. Keep fire extinguishers clean and polished
- j. Wash filing cabinets and lockers.

## **4. Major Cleaning**

- a. Strip floors on a full floor basis to remove all existing floor finish and all impurities with a heavy scrub. During this operation, remove discoloured floor finish and accumulations under furniture, radiators, in corners, along and on baseboards. Rinse floor with clear water; apply three (3) coats of non-slip, non-buffable floor finish to the dry, clean floor. This is required two (2) times per year during the months of May and November. Take care not to allow cleaning solution to seep under filing cabinets and partitions. Move all desks, chairs, waste baskets out of the area, or to one side, prior to stripping, to ensure complete floor coverage. Relocate furniture and equipment to exact previous location. (co-ordinate with the Site Manager to schedule date)
- b. Wash light fixtures twice per year during the months of March and September:
  - Incandescent: Remove cover, if applicable, and wash; remove bulbs and clean; wash pan; dry and polish; reassemble. Exit lights included.
  - Fluorescent: Remove shield, if applicable, and wash; clean acrylic shield, using anti-static procedure; remove tubes and clean; wash all exposed surfaces of the pan; dry and polish; re-assemble.
- c. Clean carpets once per year during the month of April, using the extraction method.
- d. Dust and wash walls, partitions, columns, woodwork, and uncovered pipes once per year during the month of April.
- e. Wash washrooms ceilings twice per year in the months of April and November.
- f. Vacuum acoustic ceilings once per year during the month of March.

- g. Dust and wash walls once per year during the month of November.
- h. Wash air grilles, air diffusers, floor air vents, and metal work four (4) times per year, during the months of January, April, July, and October.
- i. Dust and wash woodworking and machine shop walls twice per year in months of April and November.

**Quality Standards:**

The Quality Standards, where applicable, must be strictly adhered to. Inspections made by the Site Manager will be based on the Quality Standards.

**1. Exterior**

- A. *Area Policing (litter pick-up)* - Entrance ways, and area around garbage and recycling bins must be free of paper, styrofoam and other debris.
- B. *Sweeping* - Sidewalks, entrances, and other designated areas must be clean after scheduled sweeping.
- C. *Entrances* - After washing exterior doors and door frames, they must present a clean surface, free from grime and soap or water streaks.

**2. Floor Maintenance**

A. *Sweeping*

- 1. Dirt, trash, and other matter must not be left in corners, under furniture, or behind doors.
- 2. Floors must be free of dust film.
- 3. Dirt must not be left where sweepings were picked up.
- 4. Furniture and equipment must be relocated to where it was prior to sweeping.

B. *Damp/Wet*

- 1. All mopped areas must be clean and free of surface dirt. Mopping stains, mop streaks, and loose mop strands must be removed.
- 2. Walls, baseboards, and other surfaces must be free of watermarks and splashing.
- 3. Water or other cleaning solution must not collect under furniture legs and cabinets.

C. *Scrubbing/Stripping*

- 1. Dirt or stains must not be visible following the scheduled scrubbing.
- 2. Wax or finish buildup must not be on the floor surface following stripping.
- 3. The furniture (excluding file cabinets) must be moved for complete floor coverage.
- 4. Walls, baseboards, and other surfaces must be free of watermarks, splashing, and scars from equipment.

D. *Finishing*

- 1. The floor must be free of streaks, mop strand marks, skipped areas, and other evidence of improper application of wax or floor application finish.

2. The floor must be clean and bright looking, including corners and under furniture.
3. Residue must not be left on walls, baseboards, furniture and other surfaces.
4. Furniture and equipment must be relocated to where it was prior to the floor waxing.

E. *Miscellaneous*

Chairs, wastepaper baskets must not be placed on desks or tables during cleaning.

### 3. Washroom Cleaning and Servicing

A. *Dispensers, Walls, Stalls, Partitions, Doors, Shelves, Mirrors, and Ledges*

1. All dispensers, shelves, shelf brackets, and ledges must be free of finger marks, dust, and stains.
2. All mirrors must be clean.
3. Walls and doors must be free of dust, hand marks, pencil marks, water streaks, mop marks and fittings must be free of mold.

B. *Floors*

Floors, including corners, must be free of dirt, dust, marks, paper and mop strings, water and mop marks. Baseboards and covers must be clean. Floors must be disinfected.

### 4. High Cleaning

A. *Clocks*

1. Glass must be clean and free of streaks.
2. Edges must be wiped free of dust.

B. *Light Fixtures*

1. must be free of dust and insects. Dirt must be removed from furniture or floor beneath fixtures.
2. When washed, must be clean and free of streaks.
3. Diffuser must be securely in place.
4. Water marks must not appear on furniture or on floor below fixtures.

C. *Lockers*

Tops must be free of dust.

D. *Pictures and Plaques*

1. Glass must be clean and free of streaks.
2. Frames must be free of dust.

E. *Vertical Blinds*

1. Both sides must be clean and free of dust.
2. Window frames and adjoining area must be free of dust.

F. *Wall or Ceiling Ventilator*

1. Must be free of dust.
2. Framework around ventilator must be wiped clean.

G. *Exhaust Fans*

Wall area around fan must be free of dust.

**5. Window and Partition Cleaning**

- A. Glass must be clean on both sides, and free of streaks.
- B. Sash, sill, and stool must be clear of water marks.
- C. Items moved during the cleaning operation must be replaced to their original location.

**6. Contractor's Space**

- A. There is no allotted 'closet' for janitorial equipment.  
(Arrangements can be made with the Site Manger on where to store 'dry' items.)
- B. Mops, pails and other 'wet' cleaning implements must not be kept on site.
- C. A 'laundry sink' is available (in workshop) for filling and emptying of mop bucket. Mop bucket water must not be emptied in general sinks.

**Supplies:**

- a. The Contractor must supply cleaning materials, equipment, and supplies including:
  - green garbage bags (small and large)
  - paper towels in kitchen and washrooms
  - dish cloths and tea towels
  - facial tissues
  - toilet tissue
  - hand soap
  - dish detergent
  - dishwasher soap
  - deodorant blocks
  - sani-bags

These items must be kept available on site at all times in the Contractor's allotted space. All materials must be of first quality.

- b. Environmentally friendly products ("green") will be used whenever possible.
- c. The Contractor must supply a monthly list of all materials used.
- d. All cleaning supplies and materials used in the building must conform to Workplace Hazardous Materials Information System (WHMIS) legislation and must be in containers with the contents clearly marked. Any special precautions required in handling must be stated on the label. A list of all chemicals to be used on-site must be submitted to the Site Manager for approval prior to use.

- e. The Contractor must comply with WHMIS legislation and in so doing must keep a complete set of Material Safety Data Sheets (MSDS) on the premises in an accessible location.

**Maintenance Repairs:**

- a. Report all architectural, electrical, or mechanical deficiencies that require maintenance or repair to the Site Manager or a designate.  
Note: Immediately report any damage to coverings on pipes or tanks to the Site Manager or a designate.

**Safety:**

- a. The Contractor must comply with all applicable municipal, provincial, and federal safety laws and regulations including WHMIS.
- b. The Contractor must comply with all of the site's Standard Operating Policies (SOP). The SOP will be provided by the Technical Authority or Site Manager.
- c. The Work must be undertaken and completed in a neat, clean, and safe manner. Particular attention must be paid to accident prevention and all reasonable steps taken to avoid situations which could result in personal injury. Such action will include but not be limited to the following:
  - remove obstructions such as ice, snow, and others from all building entrances and walkways.
  - post warning and danger signs and rope off as necessary sections of hallways or other areas to warn workers of potential safety hazards such as slippery floors when washing or waxing operations are in progress.

**Supplementary Conditions:**

**1. Subcontracting**

Neither the whole nor any part of the Work may be subcontracted by the Contractor without the written consent of the Site Manager and every subcontract must incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

**2. Inspections**

Inspections will be made by the Site Manager who will decide whether the Work is satisfactory.

**3. Permits and By-laws**

The Contractor must comply with all laws and regulations relating to the Work, whether federal, provincial, or municipal, as if the Work were for a person other than Canada and must pay for all permits and certifications required in respect of the Work.

**4. Contractor's Superintendent and Employees**

The Contractor must ensure that the Work is competently supervised at all times by a superintendent, who must be acceptable to the Technical Authority, and have authority to receive on behalf of the Contractor any order or communication relating to the Work.

**5. Site Manager's Rights and Obligations:**

- A. The Site Manager will decide whether the Work has been performed in accordance with the Contract and whether the labour, materials, tools, and equipment used in the execution of the Work are adequate for the performance of the Work.

**6. Mandatory Site Visit:**

It is mandatory that the bidder or a representative of the bidder visit the site and examine the Scope of Work and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on March 22, 2017 from 10:00 a.m. to 11:00 a.m. at the King City Weather Radar Station located at 14780 Jane Street in King City, Ontario. Bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. No exceptions will be made.

Environment and Climate Change Canada's Insert location Site Management will provide a copy of a site map and floor plan layout at the time of the mandatory site visit.

**ANNEX B**  
**BASIS OF PAYMENT**

The Contractor will be paid as follows:

<b>Initial Contract Period: May 1, 2017 to April 30, 2020 – Janitorial Services</b>		
<b>Year One: May 1, 2017 to April 30, 2018</b>		
<b>Fixed Price per Month (A)</b>	<b>Number of Months for Period 1 (one year period) (B)</b>	<b>Firm Price for Year 1 (A) * (B)</b>
\$ _____	12 Months	\$ _____
<b>Year Two: May 1, 2018 to April 30, 2019</b>		
<b>Fixed Price per Month (A)</b>	<b>Number of Months for Period 1 (one year period) (B)</b>	<b>Firm Price for Year 2 (A) * (B)</b>
\$ _____	12 Months	\$ _____
<b>Year Three: May 1, 2019 to April 30, 2020</b>		
<b>Fixed Price per Month (A)</b>	<b>Number of Months for Period 1 (one year period) (B)</b>	<b>Firm Price for Year 3 (A) * (B)</b>
\$ _____	12 Months	\$ _____

<b>Option Years: May 1, 2020 to April 30, 2022 – Janitorial Services</b>
--



<b>Option Year One: May 1, 2020 to April 30, 2021</b>		
<b>Fixed Price per Month (A)</b>	<b>Number of Months for Option Year 1 (one year period) (B)</b>	<b>Firm Price for Option Year 1 (A) * (B)</b>
\$ _____	<b>12 Months</b>	\$ _____
<b>Option Year Two: May 1, 2021 to April 30, 2022</b>		
<b>Fixed Price per Month (A)</b>	<b>Number of Months for Option Year 2 (one year period) (B)</b>	<b>Firm Price for Option Year 2 (A) * (B)</b>
\$ _____	<b>12 Months</b>	\$ _____

**Total Proposal Price including initial contract period and option year 1 and option year 2:**

\$ \_\_\_\_\_ (applicable taxes extra)

**Applicable Taxes:**

\$ \_\_\_\_\_

**Total Price (Including Applicable Taxes):**

\$ \_\_\_\_\_

ANNEX C

SECURITY REQUIREMENTS CHECK LIST



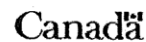
Contract Number / Numéro du contrat <b>5000026066</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

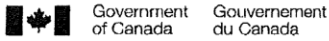
SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>ECCC</b>	2. Branch or Directorate / Direction générale ou Direction <b>Corporate Services</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>Sanitorial Services at King Radar Facility</b>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis <b>Regular Double Hours</b>		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7, c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**





Contract Number / Numéro du contrat <b>5000026066</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Dans l'affirmative, indiquer le niveau de sensibilité: \_\_\_\_\_

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Short Title(s) of material / Titre(s) abrégé(s) du matériel: \_\_\_\_\_  
Document Number / Numéro du document: \_\_\_\_\_

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux: _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

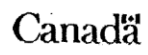
**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité <b>Unclassified</b>
---





Contract Number / Numéro du contrat <b>5000026066</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), 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 récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

## ANNEX D

### INSURANCE REQUIREMENT

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
  
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - l. 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

**ANNEX E**

**MANDATORY SITE VISIT CERTIFICATE**

It is mandatory that the bidder or a representative of the bidder visit the site and examine the Scope of Work and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on March 22, 2017 from 10:00 a.m. to 11:00 a.m. at the King City Weather Radar Station located at 14780 Jane Street in King City, Ontario. Bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. No exceptions will be made.

Proof of attendance at the site visit must be provided to the Contracting Authority. The following forms of evidence are acceptable:

- a) Canada's signature on this clause or on a Visit Certification
- b) Canada's Attendance Form submitted directly to the Contracting Authority by the person conducting the Site Visit.

\_\_\_\_\_  
Canada's Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

Environment and Climate Change Canada's Insert location Site Management will provide a copy of a site map and floor plan layout at the time of the mandatory site visit.