



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</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>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</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>Title – Titre Centre for Atmospheric Research Experiments (CARE) Janitorial Contract</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000051706/B</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-08-17</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le September 27, 2021</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>
	<p>F.O.B – F.A.B Not Applicable</p>	
	<p>Address Enquiries to - Adresser toutes questions à Caitlin Andersen Caitlin.Andersen@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 289-348-0283</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) see herein</p>	
	<p>Destination of Services / Destination des services Environment and Climate Change Canada (ECCC) Centre for Atmospheric Research and Experiments (CARE) Essa Township 6248 Eighth Line Egbert Ontario, L0L 1N0</p>	
	<p>Security / Sécurité There is a security requirement associated with this requirement.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	



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Centre for Atmospheric Research Experiments (CARE) Janitorial Contract

PART 1 – GENERAL INFORMATION

1. Reissue of a Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000051706 dated 2020/10/02 with a closing of 2020/11/12 at 14:00 Eastern Daylight Time (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

2. Security Requirement

2.1 There is a security requirement associated with this requirement.

2.2. 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;

2.2.1 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.

2.2.2. 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.

3. Statement of Work

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

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person, (virtual).



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 (2020-05-28) 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 eighty (180) days"

2. Submission of Bids

2.1 Bids must be submitted to Environment and Climate Change Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

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.

6. PWGSC SACC Manual clauses

6.1 A0075T Ontario Labour Legislation – Bid (2014-06-26)

1. In accordance with the requirements of section 77(1) of the [*Employment Standards Act*](#), 2000, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:
 - a. the employee's job classification or job description;
 - b. the wage rate actually paid to the employee;
 - c. a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - d. the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
 - e. the date on which the employer hired the employee;
 - f. any period of employment attributed to the employer under section 10 of the Act;
 - g. the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;



Section III: Certifications (one soft copy in PDF format)

Section IV: Additional Information (one soft copy in PDF format)

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

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

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

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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
- 2) 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; and
- (3) print on both sides of the paper.

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Caitlin Andersen

Solicitation Number: 5000051706B

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.



It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 Centre for Atmospheric Research Experiments and
 - (iii) the relocation of resources

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 demonstrate in their bid that the company has a minimum of four (4) consecutive years of experience in the field of janitorial service similar in scope to the Work described in Annex A within the last ten years (since August 2011).		



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: Year 1, from June 1, 2022 to March 31, 2023, \$24,170.00 Year 2, from April 1, 2023 to March 31, 2024, \$29,004.00 Year 3, from April 1, 2024 to March 31, 2025, \$29,004.00 Year 4, from April 1, 2025 to March 31, 2026, \$29,004.00 The maximum budget includes all labour, associated costs and subcontractors, applicable taxes are extra. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change Canada 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 - 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. 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.

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.

2.2 Education and Experience

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

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



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: (*insert title at contract award*)

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 Directorate (CISD), Public Works and Government Services Canada (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 – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For 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 (2020-05-28), 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 June 1, 2022 to March 31, 2026 inclusive.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Caitlin Andersen
Title: Senior Procurement Officer
Environment Canada
Procurement and Contracting
Address: 867 Lakeshore Road, Burlington, ON L7S 1A1

Telephone: 289-348-0283
E-mail address: Caitlin.Andersen@ec.gc.ca

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

6.2 Technical Authority

The Technical Authority for the Contract is: *(to be disclosed upon Contract award)*

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

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

8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ **(to be determined)**. Customs duties are included and Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 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 Montly Payment

- 9.1.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- 9.1.2 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Canada;
 - (c) the Work delivered has been 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) 2020-05-28;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance – Specific Requirements
- (g) Annex E, Site Floor Plans
- (h) the Contractor's bid dated [\(to be inserted at contract award\)](#).

13. PWGSC SACC Manual Clauses

PWGSC SACC Manual clause A9068C (2010-01-11) GOVERNMENT SITE REGULATIONS

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



ANNEX A

STATEMENT OF WORK

1.0 Title:

Centre for Atmospheric Research Experiments (CARE) Janitorial Contract

2.0 Objective/Requirement:

To obtain the services of a Contractor that can provide the janitorial work required at Environment and Climate Change Canada's (ECCC) Centre for Atmospheric Research Experiments (CARE).

3.0 Location of Work:

Centre for Atmospheric Research and Experiments (CARE)
Essa Township
6248 Eighth Line
Egbert Ontario
L0L 1N0

4.0 Schedule:

The Work must be scheduled on dates and times as directed by the Technical Authority.

5.0 Areas of Work:

Buildings	Area (m ²)	Frequency
Main Building (including vehicle Bays)	1,705	As listed in scope
Clean Air Building	72	Weekly
Substation #1	6	Twice/year
Substation #2	6	Twice/year
Garage	130	Once/2 months

6.0 Scope of Work:

6.1 Hours of Work:

- a. The Contractor must provide sufficient trained labour to perform routine cleaning as specified. Major cleaning projects to be scheduled by prior arrangement with the Site Authority or alternate designate. Any routine or major cleaning must not interfere with the tenant operations.



- b. The Work must be performed for a maximum of five (5) days per week. Days worked may be Monday to Friday between the hours of 08:00hrs and 16:00hrs. It is expected that the Work will be done during normal working hours and flexibility in hours is available provided facility is occupied and hours do not extend standard approved rates.

6.2: Labourers: Training and Health Regulations

- a. Sufficient trained labour is defined as employees who have First Aid and WHIMIS training along with any training required to perform required tasks safely.
- b. Labourers must follow all local, provincial and federal health regulations. This includes those regulations pertaining to Covid-19.

6.3 Log:

The Contractor must maintain both a hard copy and electronic copy log of the Work performed daily, excluding the daily cleaning. This log must be kept in the building and must be made available for inspection by the Site Authority or alternate designate at all times by providing a hard copy at a predetermined location on site and by providing an electronic copy as requested. Work not registered may not be considered completed. Time in and out must be recorded in the log daily. The log must also contain details not limited to what was cleaned, who performed the cleaning, time of cleaning, and any special notes that might be useful.

6.4 Tasks:

The Contractor must perform the following:

6.4.1 Daily Cleaning:

- a) Dispose of or recycle, all waste in offices, labs, conference room and kitchen (Except the compost will be dealt with by ECCC employees) in accordance with building regulations and municipal laws.
- b) Vacuum floors, using a dust control method.
- c) Wash floors to remove traffic marks and restore shine daily.
- d) Clean furniture, fixtures, filing cabinets, equipment, and lockers where finger marks, smudges, stains, and dust are evident. (note - Computer screens are the responsibility of site personnel, and are not to be cleaned by the Contractor)
- e) Wash and disinfect washroom floors, fixtures, mirrors, and walls with a germicidal detergent to control the spread of germs, bacteria, and odour.



- f) Replenish paper towels, toilet tissue, soap, and deodorant blocks as required.
- g) Washroom sani-cans, if used, must be emptied, washed, and have sani-bag replaced.
- h) Wash and clean Lunch Room floor, tables, furniture, countertop, and wipe all appliances. Load, un-load and run the dishwasher.
- i) Wash conference room tables, vacuum floor, and check room for dirty dishes. Dishes to be washed in dishwasher and returned to conference room. Additional cleaning after a meeting in the conference room may be required.
- j) In vehicle bays, remove all litter and garbage from bins and dispose of them in the appropriate waste containers. Sweep vehicle bays as often as needed to keep floors clean and kept free of debris, bugs, dirt buildup and dust.
- k) Empty and wipe clean all ashtrays (exterior smoking area).
- l) Pick up and remove all litter from areas around entrances.
- m) Clean Janitor's closet after use.

6.4.2 Weekly Cleaning:

- a) Vacuum upholstered furniture and walk way/entrance mats.
- b) Perform cleaning services at the Clean Air Building, including sweeping floors and empty garbage and recycling.
- c) Clean light fixtures to remove insects as required.
- d) Woodworking and machine shops must be vacuumed weekly. Garbage cans must be emptied.
- e) Lights checked for burned out bulbs and reported to Admin Clerk.
- f) Lunchroom: clean/wipe cupboards (inside and out) and drawers (inside and out).
- g) Paper and plastic/glass recycling to the curb (please request scheduled dates/times from the Site Authority or alternate designate).

6.4.3 Monthly Cleaning:

- a) Wash and clean Vehicle Bay areas, clean out sand and/or silt from floor drains and pits, and make certain water trap is full of water.
- b) Wash and disinfect waste cans, receptacles, and recycling bins.
- c) De-scale toilet bowls and urinals.
- d) Shampoo walkway mats or replace with clean mats.



- 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.
- g) Vacuum air grills and diffusers and clean debris from floor air vents.
- h) Keep fire extinguishers clean.
- i) Dust acoustic ceilings where dust or cobwebs are evident.

6.4.4 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 two (2) coats of non-slip, non-buffable floor finish to the dry, clean floor. Do this operation 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, wastebaskets, etc. out of the area, or to one side, prior to stripping, to ensure complete floor coverage. Relocate furniture and equipment to exact previous location.
- 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; gently clean exposed surface of tubes; wash all exposed surfaces of the pan; dry and re-assemble.
- c) Wash walls, partitions, columns, woodwork, and uncovered pipes once per year during the month of April.
- d) Wash washrooms ceilings once per year in the month of April.
- e) Wash air grilles, air diffusers, floor air vents, and metal work two (2) times per year, during the months of January and October.

Note: Alternate monthly schedule for major cleaning may be arranged, if required.

6.4.5 Special Purpose Cleaning:

Special cleaning may be required by the Site Authority or alternate designate, if required. This cleaning will include extra cleaning requirements caused by minor alterations to building, at no extra cost to the Contract, at a maximum of 72 additional hours yearly. For example, during inclement weather, high traffic areas, such as entranceways, main foyer, main stairs, hall corridors, and stairwells and any other areas deemed necessary by the Site Authority or alternate designate may require accelerated cleaning to neutralize the effects of tracking dirt, snow, grit, etc., into these areas.



Construction Contractors will generally clean up their own mess but the Contractor may be required to do additional cleaning such as washing floors, dusting, etc. This Work will not be an unreasonable additional workload and fall within the normal cleaning tasks.

7.0 Work Quality Standards:

The Quality Standards, where applicable, must be strictly adhered to. Inspections made by the Site Authority or alternate designate will be based on the following standards.

7.1 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, loading docks, entrances, and other designated areas must be clean after scheduled sweeping.
- c. *Entrances* - After washing exterior, doors and door frames must present a clean surface free from grime and soap or water streaks.

7.2 Floor Maintenance

7.2.1 Vacuuming/Sweeping

- a) There must be no dirt, trash, or other matter left in corners, under furniture, or behind doors.
- b) Floors must be free of dust film.
- c) There must be no dirt left where sweepings were picked up.
- d) Furniture and equipment must be relocated to where it was prior to the sweeping operation.

7.2.2 Damp/Wet

- a) All mopped areas must be clean and free of surface dirt. Mopping stains, mop streaks, and loose mop strands must be removed.
- b) Walls, baseboards, and other surfaces must be free of watermarks and splashing.
- c) Water or other cleaning solution must not have been allowed to collect under furniture legs and cabinets.

7.2.3 Scrubbing/Stripping

- a) There must be no surface dirt or stains visible following the scheduled scrubbing operation.



- b) There must be no wax or finish buildup on the floor surface following the stripping operation.
- c) The furniture (excluding file cabinets) must have been moved for complete floor coverage.
- d) Walls, baseboards, and other surfaces must be free of watermarks, splashing, and scars from equipment.

7.2.4 Finishing

- a) The floor must be free of streaks, mop strand marks, skipped areas, and other evidence of improper application of wax or floor application finish.
- b) The floor must be clean and bright looking including in corners and under furniture
- c) There must be no residue on walls, baseboards, furniture, and other surfaces.
- d) Furniture and equipment must be relocated to where it was prior to the floor waxing operation.

7.2.5 Miscellaneous

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

7.3 Washroom Cleaning and Servicing

7.3.1 Dispensers, Walls, Stalls, Partitions, Doors, Shelves, Mirrors, & Ledges

- a) All dispensers, shelves, shelf brackets, and ledges must be free of finger marks, dust, and stains.
- b) All mirrors must be clean.
- c) Walls, stall partitions, and doors must be free of dust, hand marks, pencil marks, water streaks, mop marks, and fittings must be free of mold.

7.3.2 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.

7.4 High Cleaning

7.4.1 Clocks

- a) Glass must be clean and free of streaks.
- b) Edges must be wiped free of dust.



7.4.2 Light Fixtures

- a) Must be free of dust and insects. No dirt must be left on furniture or floor beneath fixtures.
- b) When washed, must be clean and free of streaks.
- c) Diffuser must be securely in place.
- d) No watermarks must appear on furniture or on floor below fixtures.

7.4.3 Lockers

- a) Tops must be free of dust.

7.4.4 Pictures and Plaques

- a) Glass must be clean and free of streaks.
- b) Frames must be free of dust.

7.4.5 Venetian Blinds

- a) Both sides of slats must be clean and free of dust.
- b) Window frames and adjoining area must be free of dust.

7.4.6 Wall or Ceiling Supply Air Diffuser

- a) Must be free of dust.
- b) Framework around supply air diffuser must have been wiped clean.

7.4.7 Exhaust Grills/Grating

- a) Wall area around exhaust grill/grating must be free of dust.

7.5 Window and Partitions Cleaning

- a. Glass must be clean on both sides and free of streaks.
- b. Sash, sill, and stool must be clear of watermarks.
- c. Items moved during the cleaning operation must have been replaced to their original location.



7.6 Contractor's Space and Janitor Closets

- a. All floors must be clean.
- b. All fixtures and walls must be free of dust and stains.
- c. Mop pails and trucks must be empty and free of odors.
- d. There must be no waste paper, garbage, or empty containers in the janitor closets.

8.0 Supplies:

8.1 The Contractor must supply cleaning materials, equipment, and supplies including:

- garbage bags-clear (recycling) and green/black (small and large)
- paper towels in kitchen and washrooms
- dish cloths and tea towels
- toilet tissue
- hand soap
- dish detergent
- dishwasher soap
- deodorant blocks
- sani-bags

These items must be kept available on site at all times. All materials must be industrial grade.

8.2 Environmentally friendly products ("green") must be used whenever possible.

8.3 The Contractor must supply a monthly list of all materials used to the Site Authority or alternate designate.

8.4 All cleaning supplies and materials used or stored in the building must conform to WHMIS legislation and must be in containers clearly marked as to the contents. Any special precautions required in handling must also be stated on the label. A list of all chemicals to be used on-site must be submitted to the Site Authority or alternate designate for approval prior to use, especially for the floor wax.

8.5 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 identified binder at a specified location.

9.0 Government Supplied Materiel

ECCC will provide the Contractor with a Janitor's closet (~1.5m²) to store cleaning equipment, materials and supplies on site.



10.0 Maintenance Repairs:

The Contractor must report all architectural, electrical, or mechanical deficiencies or damage found that may require maintenance or repair to the Site Authority or alternate designate in writing.

The Contractor must report any damages caused by their employees to the Site Authority or alternate designate. The Contractor must also report any damage discovered during the execution of cleaning routines such as blocked or leaking water foundations, broken doors, windows, etc.

11.0 Deliverables:

The Site Authority or alternate designate must sign time and material sheets at the end of each day/period of work.

The Contractor must perform all Tasks outlined in 6.4 in keeping with the Work Quality Standards outlined in 7.0 to 7.6, inclusive.

12.0 Inclement Weather

If inclement weather occurs with the possibility of a building closure, the Contractor must contact 905 407 4924 to confirm the closure.

13.0 Health and Safety Issues

If a health and safety issue arises, they must be reported to the Technical Authority.



ANNEX B

BASIS OF PAYMENT

The Contractor will be paid as follows:

Contract Period: June 1, 2022 to March 31, 2026 – Janitorial Services		
Year One: June 1, 2022 to March 31, 2023		
Fixed Price per Month (A)	Number of Months for Year 1 (B)	Firm Price for Year 1 (A) * (B)
\$ _____	10 Months	\$ _____
Year Two: April 1, 2023 to March 31, 2024		
Fixed Price per Month (A)	Number of Months for Year 2 (one year period) (B)	Firm Price for Year 2 (A) * (B)
\$ _____	12 Months	\$ _____
Year Three: April 1, 2024 to March 31, 2025		
Fixed Price per Month (A)	Number of Months for Year 3 (one year period) (B)	Firm Price for Year 3 (A) * (B)
\$ _____	12 Months	\$ _____
Year Four: April 1, 2025 to March 31, 2026		
Fixed Price per Month (A)	Number of Months for Year 4 (one year period) (B)	Firm Price for Year 4 (A) * (B)
\$ _____	12 Months	\$ _____

Total Evaluated Price including all 4 years:

\$ _____ (applicable taxes extra)



ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 5000051706
Security Classification / Classification de sécurité

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 Environment	2. Branch or Directorate / Direction générale ou Direction CFSB	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD after bids are in	
4. Brief Description of Work / Brève description du travail Janitorial Services at CARE		
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		
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 type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <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"/>	
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"/>





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5000051706
Security Classification / Classification de sécurité

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 / Non Yes / Oui

If Yes, indicate the level of sensitivity:
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 / Non Yes / Oui

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 EMBLEMES | | | |

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 / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui

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 / Non Yes / Oui



Contract Number / Numéro du contrat 5000051706
Security Classification / Classification de sécurité

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 RESTRICTÉE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	Protected Protégé			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Sites Production																	
IT Media / Support IT																	
IT Link / Lien Electronique																	

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 – SPECIFIC 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:
 - 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 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.
 - 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.



