Title / Titre

Janitorial Services at St Lewis

2023-01-18

Date

Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

Email / Courriel : DFOtenderssoumissionsMPO@dfo-mpo.gc.ca c.c. martin.larocque@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation No. / N			
30003157	o de l'invitatio	n	
Client Reference N 30003157	lo. / No. de réf	érence d	u client(e)
Solicitation Closes	/ L'invitation	prend fir	1
At /à: 2:00 p.m.			
EST (Eastern Stand	lard Time / HNE	∃ (Heure	Normale de l'Est)
On / le: 17-02-202	23		
F.O.B. / F.A.B. Destination	Taxes See herein — ci-inclus	- Voir	Duty / Droits See herein — Voir ci-inclus
Destination of God services See herein — Voir of		es / Des	tinations des biens et
Instructions See herein — Voir o	ci-inclus		
Adresser toute der Martin Larocque, Co Email / Courriel: m & DFOtenders-sour	ontracting Office artin.larocque@	er 2dfo-mpc	ı.gc.ca
Delivery Required exigée See herein — Voir e		Deliver propos	y Offered / Livraison ée
Vandar Nama A.I.		resentati	
adresse et représe	entant du fourr		ve / Nom du vendeur, e l'entrepreneur
		nisseur/d	
Telephone No. / Noteléphone Name and title of p	o. de person authori m et titre de la	Facsim zed to si	e l'entrepreneur

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	. 3
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTS STATEMENT OF WORK DEBRIEFINGS TRADE AGREEMENTS	.3 .3 .3
PART 2	- BIDDER INSTRUCTIONS	. 4
2.1 2.2 2.3 2.4 2.5	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS	. 4 . 4 . 4
	- BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1 4.2	EVALUATION PROCEDURES	. 7
PART 5	- CERTIFICATIONS	. 8
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	- RESULTING CONTRACT CLAUSES	14
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS STATEMENT OF WORK. STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT. AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS FOREIGN NATIONALS (CANADIAN CONTRACTOR) INSURANCE - SPECIFIC REQUIREMENTS DISPUTE RESOLUTION.	14 15 16 17 18 18 18 19
ANNEX	"A" STATEMENT OF WORK	21
ANNEX	"B" BASIS OF PAYMENT	25
ANNEX	"C" SECURITY REQUIREMENTS CHECK LIST	27
	"D" EVALUATION CRITERIA	
ANNEX	"D" INSURANCE CONDITIONS	31

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2022-03-29)Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements
(RFSA), the Bidder has already provided a list of names, as requested under the <u>Ineligibility</u>
<u>and Suspension Policy</u>. During this procurement process, the Bidder must immediately inform
Canada in writing of any changes affecting the list of names"

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Solicitation No. – N° de l'invitation : 30003157

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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 (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

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

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "D".

4.1.2 Financial Evaluation

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

4.2 **Basis of Selection – Mandatory Technical Criteria**

A bid must comply with all requirements of the bid solicitation 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 additional information to be awarded a contract.

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Security Requirements - Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (https://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

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

Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

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

5.2.4.2 Education and Experience

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

5.2.4.3 Personnel Identification Form (PIF)

Bidders must complete the Personnel Identification Form found in Attachment 1 to Part 5.

5.2.4.4 List of Names for Integrity Verification Form

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

5.2.4.5 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.4.6 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the

identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.2.5 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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.

Solicitation No. – Nº de l'invitation : 30003157

30003137

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()** If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

The following certification signed by the contractor or an authorized officer:

rectary that there examined the information provided above and that it is correct and complete
Signature
olg.nata.o
Print Name of Cignotony
Print Name of Signatory

"I certify that I have examined the information provided above and that it is correct and complete"

ATTACHMENT 1 TO PART 5

PERSONNEL IDENTIFICATION FORM

		Contra	ct / file numl	oer:	30003157	•	
PROJECT TITLE: Janitorial Services at St. Lewis							
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Service	s (Add second p	age if mo	re space nee	ded, please	e print clear	rly)	
Resource Person working on this project	Date of birth YYY/MM/DD	P\	WGSC file certificate #	Security Level	Meet	Does not Meet	Comments
Contractor's Authori	zed Signatory :				_ Date:		
(For Official Use)							
Company Clearance	Required	Security Level	Meet / [Does not M	leet / Comi	ments (Offic	cial Use Only)
Designated Organization Screening							
Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries and Oceans Canada Authorization of Contracting Security Authority I approve I do not approve based on:							
Contracting Security Authority:							
Date:							

Solicitation No. – Nº de l'invitation : 30003157

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

Requirements

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

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

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

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**

- 6.1.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.
 - 6.1.1.1 The Contractor 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);
 - 6.1.1.2 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC;
 - 6.1.1.3 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC;
 - 6.1.1.4 The Contractor must comply with the provisions of the:
 - Security Requirements Check List and security guide, attached at Annex "C".
 - b) Industrial Security Manual (Latest Edition)

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

General Conditions 6.3.1

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

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

Insert: Invoice submission

Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>. and CC to Project Authority *[insert the name of the Project/Technical Authority and the AP Coder]*. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

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

6.3.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the contract award date to December 31, 2023 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three(3) additional one(1) year period 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.

Pêches et Océans Canada

Solicitation No. – Nº de l'invitation : 30003157

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

6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Martin Larocque

Contract Officer (Consultant) Title:

The Project Authority for the Contract is:

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

Telephone: 819 454-2077

Name:

E-mail address: martin.larocque@dfo-mpo.gc.ca

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

6.5.2 Project Authority (to be inserted at Contract award)

Title: Organization: Address:	
Геlephone: E-mail address:	
carried out under the Contract and Work under the Contract. Technic Project Authority has no authority	sentative of the department or agency for whom the Work is being d is responsible for all matters concerning the technical content of the cal matters may be discussed with the Project Authority, however the to authorize changes to the scope of the Work. Changes to the scope ough a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's Representa	ative (to be inserted at Contract award)
Γhe Contractor's Representative	for the Contract is:
Name: Fitle: Organization: Address:	
Геlephone: E-mail address:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$_______ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$______ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.2.1 Cost Submission - Limitation of Expenditure or Ceiling Price

SACC Manual clause C3050C (2014-06-26), Cost Submission – Limitation of Expenditure or Ceiling Price

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- a) Acquisition Card;
- b) Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- 6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- Payments will be made provided that the invoice(s) are emailed to DFO Accounts
 Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: [insert the name of the Project/Technical Authority and the AP Coder] and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC Manual clause A3015C (2014-06-26), Certification - Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement; the supplemental general conditions 4013, (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- (b) the general conditions 2010C, (2022-12-01) General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Evaluation Criteria;
- (g) Annex E, Insurance Conditions;

Solicitation No. – N° de l'invitation : 30003157

	30003157
(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) including its Inuit Benefits Plan. (if applicable).
6.12	Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)
SACC	Manual clause A2000C (2016-06-16), Foreign Nationals (Canadian Contractor)
OR	
SACC	Manual clause A2001C (2016-06-16), Foreign Nationals (Foreign Contractor)

6.13 Insurance - Specific Requirements

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

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

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

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.15 SACC Manual Clauses

SACC Manual clause A9068C (2010-01-11), Government Site Regulations SACC Manual clause A7017C (2008-05-12), Replacement of Specific Individuals

6.16 Environmental Considerations

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

a) Paper consumption:

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

b) Travel requirements:

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

ANNEX "A" **Statement of Work**

DEPARTMENT OF FISHERIES & OCEANS **REAL PROPERTY BRANCH**

Specifications for

Janitorial Services Contract

DFO Office - St. Lewis NL

DATE: November 25th, 2022

PART 1 – GENERAL CONDITIONS

Scope of Work

- The scope of work shall include the supply of all janitorial services at DFO St. Lewis office. The following outlines the areas, time frame and other conditions necessary for the satisfactory execution of the Work.
- Without limiting the areas of Work, the following list represents those areas where cleaning services are required:
 - 1. All offices and workstations.
 - 2. washrooms containing sink, toilet
 - 3. All entrances, lobbies, vestibules, corridors and storage
 - 4. kitchen /lunchroom facility complete with refrigerator, stove and microwave, and1
 - 5. Shower/change room with janitor's closet.

Definitions

For this purpose of this statement of work, the following terms shall be used:

- The **Department** shall be considered to be DFO as represented by a duly appointed official of the Department, to be made known to the Contractor.
- The **Contractor** shall be considered the successful bidder, including any and all persons employed by the Contractor for the satisfactory completion of the Work.
- The Work shall be considered to be the supply of janitorial services for the DFO Office, St. Lewis, Labrador as further outlined in this Scope of work.

Time and Area of Work

- Cleaning services shall be provided to all specified areas three times per week, preferably Monday, Wednesday, and Friday, but subject to variation.
- Unless specifically arranged in advance with the Field Supervisor or his designate all janitorial services shall be performed on a consistent time frame between 8:00 AM hours (4:00 PM).

Identification of Personnel

- The Contractor shall submit to the departmental Field Supervisor the names, addresses and identifications of al individuals who will be performing the work. The Field Supervisor is to be notified of any change in this list during the life of the contract. DFO will require security clearance prior to commencement of this contract.
- The Contractor will be required to carry valid picture/company identification when visiting or working on Departmental Property.

Cleaning equipment and supplies

All equipment and supplies required for the discharge of cleaning services as set

Solicitation No. – N° de l'invitation : 30003157

forth in the Scope of Work shall be supplied by the Contractor, including, but not limited to the following items:

- √ vacuum cleaner
- √ broom/dust pan
- ✓ mop
- √ bucket
- ✓ rubber gloves
- √ wash cloths
- √ window cleaners
- √ cleaning liquids
- ✓ comet
- √ toilet cleansers
- ✓ toilet brush
- ✓ toilet tissue
- ✓ paper hand towels
- √ liquid hand soap
- ✓ deodorant blocks
- √ waste basket liners
- √ garbage bags

The Contractor shall ensure that sufficient materials are in his/her possession to satisfactorily carry out the work.

Storage area for Materials and Equipment

One area has been designated for storage of equipment and supplies for the duration of the Contract. This area is at the disposal of the Contractor and must be maintained in a tidy manner at all times as approved by the Field Supervisor.

EXECUTION

Office Areas

Weekly: vacuum carpeted areas, wash floors with warm water, clean bathrooms (sinks, toilets, floors), remove refuse and replace wastepaper basket liners if necessary

Monthly: spot clean walls, window ledge, moldings, baseboards, heaters, fire extinguishers, emergency lights, dust all horizontal and vertical surfaces including office furniture, empty shelving, bookcases (do not remove books), chairs and leatherette upholstered furniture.

Entrances, Lobbies, Vestibules and Corridors

Weekly: Sweep and wash tiled floors with warm water, vacuum carpeted areas, remove/clean mats on both sides, remove refuse and replace waste paper and refuse liners as necessary.

Monthly: Dust all horizontal and vertical surfaces, spot clean walls window ledges, moldings, baseboards heaters, clean all glass, fire extinguishers and emergency lights

Washroom

Each cleaning visit: Sweep and wash floors with a non-alkaline detergent and warm water, remove refuse and replace refuse container liners, wash, disinfect and de-scale toilet bowls, clean toilet partitions, disinfect body contact points including faucets, flush valves, hand soap dispensers, towel dispensers, refuse containers, door contact points, clean sinks and mirrors,

dust using an approved dust control method shelves, exposed piping, waste receptacles, check and replenish all toilet, paper, hand towel, hand soap dispensers and deodorant blocks, wash and disinfect refuse containers and spot clean and wash walls and floors with warm water and nonalkaline detergent.

Kitchen/Lunchroom

Each cleaning visit: Sweep and wash floors with warm water, remove refuse and replace refuse container liners, clean and spot clean counter tops, cupboard doors, splash panels, table tops, chairs, top of electric appliances and interior of microwave oven and wash/disinfect sinks and taps.

Monthly: Wash interior of refrigerators, disinfect all interior parts, thoroughly clean stove, including oven racks with approved cleaner and clean interior/exterior of cupboards.

Miscellaneous

- The contractor is to provide access to the janitorial closet or ensure a clean broom, mop and bucket are left in the kitchen to enable staff to clean up minor spills and wastage.
- When an area is completed and unless otherwise instructed by the occupant, the Contractor will leave the area in the following condition.
 - 1 Office lights off, windows closed, doors locked
 - o 2 Washrooms lights off
 - o 3 Lunchroom / kitchen lights off, windows closed
 - 4 Vestibule/Corridors lights off

The Department is responsible to provide safety signs (e.g. Wet Floor, etc.) where applicable.

ANNEX "B" **BASIS of PAYMENT**

Services and Associated Costs

Please note that the daily rate is based on a 5 hours per day, Monday through to Sunday. Payment will be based on the information on the recorded sign in/out sheet. If the contractor does not work a full day the hourly rate will be pro-rated. The cleaning of carpets and windows, and floor waxing are priced separately and will be paid at the end of the Month completed.

COST EVALUATION:

For the provision of all services, including all associated costs necessary to carry out the required work The level of effort by the contractor to clean this facility properly requires a 5 hour work day.

1. Initial Contract Period: Date of Contract Award to December 31, 2023

(Cleaner required 7 days a week Monday – Sunday for 5 hours per day)

Initial Contract Period: Date of Contract Award to December 31, 2023						
Description	Quantity in hours (A)	All-inclusive Rate \$ (B)	Total (AxB) =			
All inclusive Total Monthly co	All inclusive Total Monthly cost:					
7 days a week Monday-	Up to	Hourly Rate:				
Sunday. for 5 hours per	1900	\$	\$			
day	Hours					
HST/GST	\$					
TOTAL	\$					

2. Option Year 1 - Contract Period: January 1st, 2024 to December 31, 2024

(Cleaner required 7 days a week Monday – Sunday for 5 hours per day)

Option Year 1: January 1 st , 2024 to December 31, 2024					
Description	Quantity in hours (A)	All-inclusive Rate \$ (B)	Total (AxB) =		
All inclusive Total Monthly cost:					
7 days a week Monday - Sunday for 5 hours per day	Up to 1900 Hours	Hourly Rate: \$	\$		
HST/GST			\$		
TOTAL			\$		

3. Option Year 2: January 1st, 2025 to December 31, 2025

(Cleaner required 7 days a week Monday – Sunday for 5 hours per day)

Option Year 2: January 1 st , 2025 to December 31, 2025						
Description Quantity in Hours All-inclusive Rate \$ Total (AxB) =						
	(A)	(B)				
All inclusive Total Mont	All inclusive Total Monthly cost:					
7 days a week	Up to 1900 Hours	Hourly Rate:				
Monday to Sunday	'	\$	\$			
for 5 hours per day						
HST/GST \$						
TOTAL \$						

4. Option Year 3: January 1st, 2026 to December 31, 2026

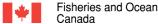
(Cleaner required 7 days a week Monday – Sunday for 5 hours per day)

Option Year 3: January 1 st , 2026 to December 31, 2026						
Description	Quantity in hours (A)	All-inclusive Rate \$ (B)	Total (AxB) =			
All inclusive Total Monthly	All inclusive Total Monthly cost:					
7 days a week Monday to Sunday for 5 hours per day	Up to 1900 Hours	Hourly Rate: \$	\$			
HST/GST			\$			
TOTAL			\$			

Solicitation No. – Nº de l'invitation : 30003157

ANNEX "C" **SECURITY REQUIREMENTS CHECK LIST**

Government Gouvernement of Canada du Canada		F6	Contract Number / Numero du cont 3897-225026	rat
		Seco	urity Classification / Classification de	sécurité
es	CURITY REQUIREMEN	TE CHECK LIST	(epc)	
	ATION DES EXIGENCE	S RELATIVES À	LA SÉCURITÉ (LVERS)	
Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine			ranch or Directorate / Direction génér RPSS	rale ou Direction
3. a) Subcontract Number / Numéro du contrat de sou	is-traitance 3. b) Na	me and Address of	Subcontractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Brève description du tra	vall			
Janitorial Services				
Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise				No Yes
b) Will the supplier require access to unclassified in Regulations? Le fournisseur aura-t-li accès à des données tec		-		X Non Yes
sur le contrôle des données techniques? 5. Indicate the type of access required / Indiquer le ty		rices qui sont assur	ettes dux dispositions du Regiernent	
6. a) Will the supplier and its employees require acce	ss to PROTECTED and/or 0			X No Yes
Le foumisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau	estion 7. c)		ROTEGES et/ou CLASSIFIES?	Non L Oui
 b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of 	s, maintenance personnel) r		stricted access areas? No access to	No X Yes Non Oul
Le foumisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉGI			zones d'accès restreintes? L'accès	
 c) Is this a commercial courier or delivery requirem S'agit-II d'un contrat de messagerie ou de livrais 				X No Yes
7. a) Indicate the type of information that the supplier			ormation auquel le foumisseur devra	
Canada	NATO / OTAM	· 🗌	Foreign / Étranger	
b) Release restrictions / Restrictions relatives à la No release restrictions	iffusion All NATO countries		No release restrictions	
Aucune restriction relative à la diffusion	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasable				
A ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(les): / Préciser le(s) pays :	Specify country(les): / Pré	ciser le(s) pays :	Specify country(les): / Précis	er le(s) pays :
7. c) Level of Information / Niveau d'Information PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉA	NATO NON CLASSIFIÉ NATO RESTRICTED	<u> </u>	PROTÉGÉ A PROTECTED B	片
PROTÉGÉ B	NATO DIFFUSION REST	REINTE	PROTÉGÉ B	
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL SECRET	NATO SECRET COSMIC TOP SECRET	- H	CONFIDENTIEL SECRET	늗
SECRET	COSMIC TRÈS SECRET		SECRET	
TOP SECRET TRÊS SECRET			TOP SECRET TRÊS SECRET	
TOP SECRET (SIGINT) TRÊS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÊS SECRET (SIGINT)	
TBS/SCT 350-103(2004/12)	Security Classification / C	lassification de sécu	irité	C 18
				Canadä



Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat f6879-225026 Security Classification / Classification de sécurité

DADT & (sandanad) (DADTIC & (suits)									
PART A (continued) PARTIE A (suito) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets? No Yes									
s. will the supplier require access to Profile Creational or Constitution Consider information or assets: No Tes Le fournisseur aura-t-il acces à des renseignements ou à des bless COMSEC désignés PROTÉGÉS étou CLASSIFIÉS? X Non Qui									
If Yes, indicate the level of sensitivity:									
Dans l'affirmative, indiquer le niveau de sensibilité :									
Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes									
Le foumisseur aura-t-il accès à des renseignement	Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?								
Short Title(s) of material / Titre(s) abrégé(s) du mat	detail :								
Document Number / Numero du document :	eriel :								
PART B - PERSONNEL (SUPPLIER) / PARTIE B - P	ERSONNEL (FOURNISSEUR)								
10. a) Personnel security screening level required / Ni									
X RELIABILITY STATUS	CONFIDENTIAL SECRET	TOP SECRET							
COTE DE FIABILITÉ	CONFIDENTIEL SECRET	TRÉS SECRET							
TOP SECRET- SIGINT	NATO CONFIDENTIAL NATO SECRE	COSMIC TOP SECRET							
TRÊS SECRET - SIGINT	NATO CONFIDENTIEL NATO SECRE	COSMIC TRÊS SECRET							
SITE ACCESS									
ACCÈS AUX EMPLACEMENTS									
Special comments:									
Commentaires spéciaux :									
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.									
	contrôle de sécurité sont requis, un guide de classifie								
10. b) May unscreened personnel be used for portions	of the work?	Y No Yes							
Du personnel sans autorisation sécuritaire peut	il se voir confier des parties du travail?	Non Oul							
If Yes, will unscreened personnel be escorted?		No Yes							
Dans l'affirmative, le personnel en question ser	a-t-II escorté?	NonOul							
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)									
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS									
11. a) Will the supplier be required to receive and stor	e PROTECTED and/or CLASSIFIED Information or a:	ssets on its site or Ves							
premises?		△ Non Oul							
	reposer sur place des renseignements ou des biens F	ROTÉGÉS et/ou							
CLASSIFIÉS?									
At a billion the supplier has seculed to enforce and COM	CEO Information on accepta?	No							
 b) Will the supplier be required to safeguard COM Le fournisseur sera-t-il tenu de protéger des rer 		X No Tes							
Le lournisseur sera-t-il tenu de proteger des rei	iseignements ou des dens compect:	Non Libu							
PRODUCTION									
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment Vs									
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 PROTÈGE									
etiou CLASSIFIÉ?									
INCORMATION TECHNICI COVIET MEDIA / AUG	BODT DELATIE À LA TECUNOLOGIE DE L'INFORMA	ATION (TI)							
INFORMATION TECHNOLOGY (II) MEDIA / SUF	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 No Yes									
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?									
<u> </u>									
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 ceiul du ministère ou de l'agence Non L. Oui									
gouvernementale?									
TBS/SCT 350-103(2004/12)									
		Canadä							
		Canada							

Page 28 of - de 32



Government Gouvernement du Canada du Canada

F6879-225026 Contract Number / Numero du contrat

Security Classification / Classification de sécurité

ART C - (continue	d) / I	PAR	ШΞ	C - (sulto)												
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Solicitation No. – N° de l'invitation : 30003157

ANNEX "D" EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

The bidder may include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided

No.	Mandatory Criteria	Meets Criteria ()	Proposal Page No.
M1	Bidder <u>must</u> provide a valid WHSCRD Clearance Letter at time of bid closing.		
IVIZ	Bidder <u>must</u> demonstrate at least 3 years' experience in the field of janitorial service.		
	 Each referenced project MUST have the following information: The name of the organization (to whom the services were provided); The name, title, telephone number and email address of the Contact Authority; (For validation Purposes) Description of the type and scope of services that meets the identified criteria; and Dates and duration of the project (Start date (MM/YY) to end date (MM/YY)). 		
М3	Bidder <u>must</u> provide copy of Business License at time of bid closing.		

ANNEX "D" **INSURANCE CONDITIONS**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 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 Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the 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 codefend 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.