RETURN OFFERS TO : RETOURNER LES OFFRES À :

Bid Receiving - Réception des soumissions:

Correctional Service of Canada Regional Services Centre Contracting and Materiel Services 250 Montée St-François Laval (Quebec) H7C 1S5

E-MAIL:

GEN-QUE307Soumissions@CSC-SCC.GC.CA (10MB maximum per email)

REQUEST FOR A STANDING OFFER DEMANDE D'OFFRE À COMMANDES

Regional Standing Offer (RSO) Offre à commandes régionale (OCR)

Canada, as represented by the Minister of the Correctional Service of Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre du Service correctionnel Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments — Commentaires :

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :		
Telephone # — Nº de Téléphone :		
Fax # — No de télécopieur :		
Email / Courriel :		
GST # or SIN or Business # — Nº de TPS ou NAS ou Nº d'entreprise :		

Title — Sujet: Cleaning Services – La Macaza Institution		
Solicitation No. — Nº. de l'invitation	Date:	
21301-24-4310585	February 24th, 2023	
Client Reference No. — N°. de	Référence du Client	
N/A		
GETS Reference No. — Nº. de	Référence de SEAOG	
PW-23-0127613		
Solicitation Closes —	Time Zone	
L'invitation prend fin	Fuseau horaire	
at / à : 2 :00 p.m.	EST	
On / Le : March 10 th , 2023		
Delivery Required — Livraison ex See herein – Voir aux présentes	kigée :	
F.O.B. — F.A.B. Plant – Usine: Destinati	on: X Other-Autre:	
Address Enquiries to — Soun	nettre toutes questions à:	
Manon Paulin, Regional Officer Contracting and Materiel Servic Manon.Paulin@csc-scc.gc.ca		
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:	
514-235-9156		
Destination of Goods, Services a Destination des biens, services e Multiple as per call-up	t construction:	
Multiples, selon la commande subs	equente.	
Security - Sécurité		
This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.		
Instructions: See Herein Instructions: Voir aux présentes		
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur		
Name / Nom	Title / Titre	
Signature	Date	
(Sign and return cover page with offer/ Signer et retourner la page de couverture avec l'offre)		

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1	General Information: provides a general description of the requirement;
Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
Part 3	Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
Part 5	Certifications and Additional Information: includes the certifications and additional information to be provided;
Part 6	Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
Part 7	7A, Standing Offer, and 7B, Resulting Contract Clauses:
	7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

from a call-up made pursuant to the Standing Offer.

7B, includes the clauses and conditions, which will apply to any contract resulting

2. Summary

2.1 Nature of requirements

Correctional Service Canada (CSC) has an obligation to ensure the safety of patients, staff, its partners, and the public. The health services mandate is to provide quality and safe health care to offenders in accordance with Accreditation Canada's Required Organizational Practices (ROP) as well as Health Canada standards. By their very nature, critical care services in a correctional setting, due to its closure from the outside, call for best practices in hygiene and sanitation.

CSC is looking for a contractor who can provide housekeeping services to penitentiary care centers of Laval Complex (three (3) sites) in the Quebec region on an as-needed basis.

Period of the Standing Offer: The Work is to be performed during the period from the date of award to March 31st, 2024 with the option to renew for two (2) additional one-year periods.

3. Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security, Financial and Insurance Requirements, and Part 7 – Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the <u>Contract Security Program</u> (CSP) of Public Works and Government Services Canada website.

4. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

5. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.



PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2022-12-01) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: ninety (90) days

2. Submission of Offers

Offerors must submit their offer only to Correctional Service of Canada (CSC) by the date, time and at the bid submission email address indicated on page 1 of the request for standing offers (RFSO).

Section 06 Late offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 06 in its entirety.

Insert: 06 Late offers:

For offers submitted by email, Canada will delete offers delivered after the stipulated RFSO closing date and time. Canada will keep records documenting receipt of late offers by email.

Section 07 Delayed offers of 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 07 in its entirety.

Insert: 07 Delayed offers:

Canada will not accept any delayed offers.

Section 08 Transmission by facsimile or by E-Post Connect of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Section 08 in its entirety.

Insert: 08 Transmission by email

- a. Unless specified otherwise in the RFSO, Offerors must submit their offer to the CSC bid submission email address indicated on page 1 of the RFSO document. This email address is the only acceptable email address for Offerors to submit their offer in response to this RFSO.
- Offerors may transmit their offer at any time prior to the RFSO closing date and time.

- Offerors should include the RFSO number in the subject field of their email.
- d. Canada will not be responsible for any failure attributable to the transmission or receipt of the offer by email including, but not limited to, the following:
 - i. Receipt of a garbled, corrupted or incomplete offer;
 - ii. Availability or condition of the email service;
 - iii. Incompatibility between the sending and receiving equipment;
 - iv. Delay in transmission or receipt of the offer;
 - v. Failure of the Offeror to properly identify the offer;
 - vi. Illegibility of the offer;
 - vii. Security of offer data;
 - viii. Failure of the Offeror to send the offer to the correct email address;
 - ix. Connectivity issues; or
 - Email attachments that are blocked or not received even though the Offeror's email has been successfully delivered.
- e. CSC will send an acknowledgement of receipt of the Offeror's email by email from the bid submission email address provided for the submission of offers. This acknowledgement will confirm only the receipt of the Offeror's email and will not confirm if all of the Offeror's email attachments have been received, may be opened nor if their contents are readable. CSC will not respond to follow-up emails from Offerors requesting confirmation of attachments.
- f. Offerors must ensure they are using the correct email address for offer submission and should not rely on the accuracy of copying and pasting the email address from the RFSO cover page.
- g. A offer transmitted by an Offeror to the CSC bid submission email address constitutes the Offeror's formal offer, and must be submitted in accordance with section 05 of 2006, Standard Instructions - Request for Standing Offers Goods or Services - Competitive Requirements.
- h. Offerors are to note that CSC's email system has a limit of 10 MB per single email message. CSC's email system will reject emails with the following attachments: batch files, executable files, and image files in the following formats: JPEG, GIF, TIFF. Canada will not accept encrypted emails or emails that include attachments with passwords.

Section 09 Customs clearance of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is deleted in its entirety.

CSC recommends that offerors submit their response to the requirements of this request for standing offer in typewritten format.

Offerors must ensure that any handwritten information included in their offer is clearly legible in order to allow CSC to complete the offer evaluation. CSC reserves the right, at its sole and entire discretion, to disregard any handwritten information which it determines to be illegible when assessing whether offers comply with all of the requirements of the request for standing offer including, if applicable, any and all evaluation criteria.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As	per the	above	definitions,	is the	Offeror	a FPS	in receipt	of a	pension?

YES () NO ()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror 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;

- Service correctionnel Canada
- 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.

4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

CSC requests that offerors provide their offer in separate sections as follows:

Section I: Technical Offer: one (1) electronic copy in PDF format

Section II: Financial Offer: one (1) electronic copy in PDF format

Section III: Certifications: one (1) electronic copy in PDF format

Prices should appear in the financial offer only. No prices should be indicated in any other section of the offer.

Offerors should submit their technical offer and financial offer in two (2) separate documents.

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, the Policy on Green Procurement. To assist Canada in reaching its objectives, Offerors should:

- Include all environmental certification(s) relevant to their organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to their product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Technical Offer

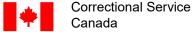
In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. **Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- An evaluation team composed of representatives of CSC will evaluate the offers. (b)

1.1. **Technical Evaluation**

1.1.1 Mandatory Technical Criteria

Offers will be evaluated to determine if they meet all mandatory technical criteria outlined in Annex D - Evaluation Criteria. Offers not meeting all mandatory criteria will be declared nonresponsive and will be given no further consideration.

1.2 Financial Evaluation

1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price – Offer.

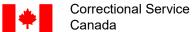
Offers containing a financial offer other than the one requested at Article 3. Section II: Financial Offer of PART 3 - OFFER PREPARATION INSTRUCTIONS will be declared noncompliant.

2. **Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Tie-breaking method for identical bids:

If two technically compliant bids have submitted the same price, the contract will be awarded to the technically compliant bid that was received first according to the date and time the bidder transmitted the email to the CSC contact person as indicated on page 1.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer nonresponsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- Subject to subsection B, by submitting an offer in response to this request for standing offer (RFSO), the Offeror certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - it is aware that Canada may request additional information, certifications, and validations iii. from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - it has provided with its bid a complete list of all foreign criminal charges and convictions iv. pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - ٧. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - νi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where an Offeror is unable to provide any of the certifications required by subsection A, it must submit with its offer the completed Integrity Declaration Form, Offerors must submit this form to Correctional Service of Canada with their offer.

1.2 Integrity Provisions – Required documentation

List of names: all Offerors, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- Offerors that are corporate entities, including those submitting an offer as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Offerors submitting an offer as sole proprietors, including sole proprietors submitting an offer as joint ventures, must provide a complete list of the names of all owners; or
- iii. Offerors that are a partnership do not need to provide a list of names.

List	of Names:			
		•		
OR				
	The Offeror is a partnership			

During the evaluation of offers, the Offeror must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted with the offer.

1.3 Security Requirements – Required Documentation

In accordance with the requirements of the <u>Contract Security Program</u> of Public Works and Government Services Canada, the Offeror must provide a completed Application for Registration (AFR) form at Annex F to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at solicitation closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Standing Offer Authority. If that information is not provided within the timeframe established by the Standing Offer Authority (including any extensions granted by the Standing Offer Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Standing Offer Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its offer will be declared non-compliant.

1.4 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28), Status and Availability of Resources.

1.5 Language Requirements - French Essential

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

1.6 Education and Experience

SACC Manual clause M3021T (2012-07-16), Education and Experience.

1.7 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer.
- 2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 Standing Offer and Resulting Contract Clauses.
- 3. For additional information on security requirements, Offerors should refer to the <u>Contract</u> Security Program (CSP) of Public Works and Government Services Canada website.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Security Requirement

2.1 The following security requirements (SRCL and related clauses provided by CSP) apply to and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 21301-24-4310585

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or it Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

<u>2005</u> (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of award to March 31st, 2024.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (3) additional periods, from April 1st, 2024 to March 31st, 2026 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at any time before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5.	Authori	4:
ວ.	Authori	แษ๖

5.1 Standing Offer Authority

N.L	Maria Danie
J	,

The Standing Offer Authority is:

Name: Manon Paulin Title: Regional Officer

Correctional Service of Canada Regional Services Center

Branch/Directorate: Contracting and Materiel Services

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administration and its Authority, the Standing	uthority is responsible for the establishment of the Standing Offer, its revision, if applicable. Upon the making of a call-up, as Contracting g Offer Authority is responsible for any contractual issues relating to de against the Standing Offer by any Identified User.
5.2 Project Author	ority
The Project Authority	for the Standing Offer is:
Name: Title: Organization: Address:	
Telephone: Facsimile: E-mail address:	
carried out pursuant to	is the representative of the department or agency for whom the Work will be a call-up under the Standing Offer and is responsible for all the technical nder the resulting Contract.
5.3 Offeror's Rep	presentative
The Offeror's Reprens	sentative for the Standing Offer is:
Name: Title: Organization: Address:	
Telephone: Facsimile: E-mail address:	

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Service of Canada Quebec Region Care Centers, Laval Complex

8. Call-up Procedures

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (to be completed at the issuance of the Standing Offer) (Applicable Taxes included).

11. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (to be completed at the issuance of the Standing Offer) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services;
- d) the supplemental general conditions <u>4013</u> (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules;
- e) the general conditions <u>2010C</u> (2022-12-01) General conditions: Services (medium complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;



j) the Offeror's offer dated (to be completed at the issuance of the Standing Offer).

13. **Certifications and Additional Information**

13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

13.2 SACC Manual Clauses M3020C - Status and Availability of Resources – Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

14. **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

B. **RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a callup against the Standing Offer.

1. **Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. **Standard Clauses and Conditions**

2.1 General Conditions

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

2.2 Supplemental General Conditions

4013 (2022-06-20) - Compliance with On-Site Measures, Standing Orders, Policies, and **Rules –** apply to and form part of the contract

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

2.3 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and
 - b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the contract.

3. Term of Contract

3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

Payments will be made in accordance with Annex B – Basis of Payment

5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be completed at the issuance of the Standing Offer). 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.

5.3 Monthly Payment

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

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

5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

5.5 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

5.6 Electronic Payment of Invoices - Contract

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

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

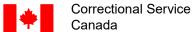
6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. 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.

Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- 9.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 9.2 The Contractor must advise the Minister of any change in ownership control for the duration of the contract.
- 9.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister must have the right to treat this Contract as being in default and terminate the contract accordingly.
- 9.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

10. Closure of Government Facilities

- 10.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure. Canada will not be liable for payment to the Contractor for the period of closure.
- 10.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may

have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

11. Tuberculosis Testing

- 11.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 11.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 11.3 All costs related to such testing will be at the sole expense of the Contractor.

12. Compliance with CSC Policies

- 12.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 12.2 Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 12.3 Details on existing CSC policies can be found on the <u>CSC website</u> or any other CSC web page designated for such purpose.

13. Health and Labour Conditions

- 13.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 13.2 The Contractor must comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and must also require compliance of same by all its subcontractors when applicable.
- 13.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity must forthwith notify the Project Authority or His Majesty.
- 13.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor must be furnished by the Contractor to the Project Authority or His Majesty at such time as the Project Authority or His Majesty may reasonably request."

14. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 14.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 14.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 14.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly

identify themself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

14.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

15. Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web at the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

16. Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at the Office of the Procurement Ombudsman email address, by telephone at 1-866-734-5169, or by web the Office of the Procurement Ombudsman website. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the Office of the Procurement Ombudsman website.

17. Privacy

- 17.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 17.2 All such personal information is the property of Canada, and the Contractor must have no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor must have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

18. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

ANNEX A - STATEMENT OF WORK

Correctional Service of Canada (CSC) – Quebec Region has a requirement to provide cleaning services for the La Macaza Institution located at 321, chemin de l'Aéroport La Macaza, Quebec JOT 1R0. The work will include the following.

1. MAINTENANCE SERVICE

Provide cleaning services at the main entrance, administration area, the control post of the area, the MCCP (main communication control post), officers dining area, the school (three (3) classrooms and two (2) restroom), the M-02 training centre located outside the perimeter, and maintain the sanitary facilities only.

Upon request, additional cleaning may be done during the day, at the M-02 – Gymnasium, at the firing range, and at Tower #4 (+/- two (2) hours – about five (5) times a year). This maintenance must be done within 24 hours of receiving the request from the authorized official, either the Head of Institutional Services or his substitute.

The institution provides the cleaning products and equipment (vacuum cleaner, broom, etc.).

The Contractor shall do the cleaning maintenance in the following sectors **two (2) times a week** (Thursdays and Fridays).

MAIN ENTRANCE (SECURITY BOOTH) AND MCCP

- Sweep the floors;
- Wash the floors;
- Buff floors, as needed;
- Wax the floors and strip them if necessary;
- Vacuum the carpets;
- Clean and disinfect the basement toilets;
- Clean the main entrance control post's windows;
- Dust and clean the counter of the main entrance control post and in the MCCP in the basement:
- Dust and clean the counter and the microwaves in the MCCP's kitchenette.
- Disinfect the door handles;
- Empty and take out the trash.

ADMINISTRATION AREA (BASEMENT)

- Clean the men's and women's showers in the basement of the administration area basement:
- Clean and disinfect the men and women's washrooms;
- Sweep the floors in the basement corridor and showers;
- Clean the floors in the basement corridor and showers;
- Empty and take out the trash.
- Wax the floors and strip them, if necessary.

RESTRICTED MOVEMENT AREA (WHEN IT IS OPEN)

- Clean the windows of the detention area control post;
- Sweep the control post and washroom floor:
- Wash the control post and washroom floor;
- Clean and disinfect the toilets;
- Empty the trash;
- Clean the microwave;
- Dust the control post and dinette counters.

SCHOOL

- Sweep and wash the floors;
- Wax the floors and strip them if necessary;
- Empty the garbage cans;
- Dust the desks;

Clean and disinfect the two (2) washrooms.

OFFICER'S DINING AREA

- Sweep the floors on both sides of the dining area and the washrooms;
- Wash the floors on both sides of the dining area and the washrooms;
- Clean and disinfect the men and women's washrooms.
- Empty the trash;
- Clean the windowsills, and make sure there are no insects.

BUILDING M-02 - TRAINING CENTRE

- Sweep the corridor, the training room (if open), the kitchenette and the washrooms on the two (2) floors;
- Wash the floor of the corridor, the training room (if open), the kitchenette and the washrooms on the two (2) floors;
- Clean and disinfect the toilet;
- Empty and take out the garbage as well as those of the Gymnasium;
- Dust the desks in the training room (if open);
- Clean the windowsills, and make sure there are no insects.

FILTRATION PLANT

- Clean and disinfect the toilets;
- Empty the garbage cans.

WATER TREATMENT PLANT

- Clean and disinfect the toilets;
- Empty the garbage cans.

The Contractor shall do the cleaning maintenance in the following sectors **two (2) times a week** (Saturdays and Sundays).

MAIN ENTRANCE (SECURITY BOOTH) AND MCCP

- Clean and disinfect the basement washrooms;
- Empty and take out the washroom garbage cans;
- Replace the garbage bags.

ADMINISTRATION AREA (BASEMENT)

- Clean the men and women's showers in the administration area basement;
- Clean and disinfect the men and women's washrooms;
- Sweep the shower floors;
- Wash the shower floors;
- Empty and take out garbage cans in the washrooms (men and women's).

RESTRICTED MOVEMENT AREA (WHEN IT IS OPEN)

- Sweep the washroom and control post floor;
- Wash the washroom and control post floor;
- Clean and disinfect the washrooms;
- Empty the garbage cans.

OFFICER'S DINING AREA

- Sweep the floors on both side of the dining area and the washrooms;
- Wash the floors on both side of the dining area and the washrooms;
- Clean and disinfect the men and women's washrooms;
- Empty the trash:
- Clean the windowsills, and make sure there are no insects.

SCHOOL

- Sweep and wash the floors;
- Wax the floors and strip them if necessary;
- Empty the garbage cans;
- Dust the desks;

Clean and disinfect the two (2) washrooms.

BUILDING M-02

- Sweep the floor of the washrooms (men's and women's) on both floors, the corridor, and the kitchenette;
- Wash the floor of the washrooms (men's and women's), the corridor, and the kitchenette;
- Clean and disinfect the washrooms;
- Empty and take out the garbage cans.

FILTRATION PLANT

- Clean and disinfect the washrooms:
- Empty the garbage cans.

WATER TREATMENT PLANT

- Clean and disinfect the washrooms;
- Empty the garbage cans.

VARIABLE PART

The Contractor shall do the cleaning maintenance of the following sectors upon **request during the day** (+/- two (2) hours – about five (5) times a year) within 24 hours following the service call and shall be paid an hourly rate.

FIRING RANGE AN TOWER NO. 4

- Sweep the floors;
- Wash the floors;
- Clean and disinfect the washrooms;
- Empty the garbage cans;
- Clean the windowsills, and make sure there are no insects.

2. DESCRIPTION OF THE WORK

The Contractor must submit the names of the employees that will possible work in the institution. The must submit all the personal information needed so that the CSC can make the required security verifications.

The employees that will have their security clearance will present themselves at the main entrance where they will be given an identity card each time they enter the institutions. They must leave their cards at the main entrance at the end of their shift.

The designated persons must submit to regular search procedures at the main entrance according to the procedures set out in our policies.

They must also refrain from bringing prohibited and unauthorized items into the institution, as stipulated in our policies, e.g. cell phones, pagers, USB keys, laptops, tools, tobacco products, etc.

3. AREAS TO BE CLEAN/MAINTAIN

The Contractor shall clean/maintain all the physical locations described in these specifications. In addition, the Contractor shall provide the workforce needed to carry out the work described in these specifications and in the contract documents.

3.2 SITE CONDITIONS

Should the Contractor notice any abnormalities or defects, it must inform the manager in writing within 30 days of being awarded the contract, so as to avoid being held responsible later.



3.3 EMPLOYEE INTEGRITY

Upon signing the contract, the Contractor shall provide a complete list of his employees who underwent the required security screening and who will be assigned to the contract. The list shall be duly accompanied by a copy of the security screening certificate for each employee.

The Contractor is responsible for keeping an up-to-date his list of employees with security clearance for the purposes of security screenings. All Contractor employees who must have access to protected information or assets, or to workplaces to which access is regulated, **must** have a valid reliability status. Any employee who does not meet the security standards will be denied access to the institution, at the Contractor's expense.

The Contractor must ensure that none of his employees are authorized to leave the building with any item, including found ones, not belonging to them.

Furthermore, the manager reserves the right to search any parcel or container that belong to employees, in addition to their equipment or storage areas (lockers or change rooms) located on the building premises. The Security Service manager or authorized official shall perform these searches.

Neither the Contractor nor his employees can carry out tasks on the premises other than the ones defined herein.

The Contractor must ensure that his employees comply with the regulations regarding the confidential nature of information on the building or any other written or verbal information.

3.4 WORKFORCE

3.4.1 Competency

The Contractor shall provide all the qualified workers needed to do the work properly, and shall comply with regulations throughout the contract period. The Contractor shall be given a list of the regulations, if necessary.

Upon signing the contract, the Contractor has 10 working days to give the manager a complete list of the employees who are assigned to the contract. This list is subject to approval by the manager, who reserves the right and the privilege to ask to have it reviewed. In addition, the Contractor shall inform the manager of any changes made to this list.

3.4.2 Contact with users

The Contractor's staff must under no circumstances communicate with the inmates or disturb the building occupants or CSC employees. The manager must be told about any problems that arise in this respect; the same holds true if the Contractor's employees are disturbed.

3.5 WORK METHODS

3.5.1 General information

The Contractor shall use the cleaning methods he deems to be the most appropriate for doing the work, except for maintaining the floors (resilient surfaces), which as a general rule should be buffed.

If alkaline cleaning products must be used for the work, precautionary measures must be taken to ensure that upon completion of the work the surfaces cleaned are pH neutral. When cleaning the carpets, the Contractor's employees must allow the appropriate time frame for the carpets to dry up.

3.5.2 **Restrictions**

The Contractor's employees must not move any papers, documents, or items left on desks or other furniture. Under no circumstances shall the Contractor's employees be allowed to open desk drawers, filing cabinets or other furniture.

It is strictly prohibited to place chairs, wastepaper baskets, or other items on the desks or the tables unless they were covered with protective materials beforehand. The Contractor's employees are strictly prohibited from using the office equipment, such as tables, file cabinets, chairs, or other items as scaffolding to carry out work or for any other purposes. Furthermore, employees are not authorized at any time to use telephones or other items left on the desks for their own purposes. Electrical devices, computing devices, and telephones must never be unplugged.

3.5.3 Opening doors is prohibited

The Contractor's employees must never open doors for anyone. If need be, they must inform these persons to contact the building manager.

3.6 FOUND OBJECTS

The Contractor's employees shall hand over any objects found to the supervisor, who will give it to the officer in charge of the building's security.

3.7 BREAKAGE AND DEFECTS

3.7.1 **BREAKAGE**

The Contractor shall inform the manager or designated representative as quickly as possible of the damages caused, accidentally or not, by its employees.

3.7.2 **DEFECTS**

As the cleaning duties are carried out, employees shall note any equipment or building defects and notify the supervisor. Depending on the seriousness of the defect, the supervisor shall inform the building manager as soon as possible.

During winter, the Contractor shall promptly notify the building manager if any office has a window left open, thus causing the location to be unusually cold.

3.7.3 Operating procedures

The Contractor must be careful not to interrupt building activities. They must therefore carry out sanitary maintenance on a schedule that does not affect the smooth running of building activities. The Contractor must comply with the manager's techniques and requirements to carry out its sanitary maintenance work within the specialized services.

3.7.4 **Security inspection**

The manager representing CSC is permitted at all times to inspect where the Contractor is working and the equipment being used.

The manager shall be authorized to make any recommendations deemed appropriate, and the Contractor shall immediately comply with and carry out these recommendations, notwithstanding the maintenance activities set out in the technical specifications.

4. STANDARDIZED SANITARY MAINTENANCE DIRECTIONS

4.1 QUALITY MANAGEMENT

4.1.1 Introduction

Once the maintenance contract has been awarded, the Contractor must provide the quality services as stipulated in the following standardized directions. The quality management process outlined below is aimed at ensuring follow-up of the work carried out in order to meet the stated objectives.

This process will be implemented progressively because it will be subject to a one (1) month trial period at the beginning of the contract. This mechanism also precisely sets out the protocol to follow when the Contractor does not observe its contractual quality-of-service agreements.

4.1.2 Quality control for routine and monthly work

The manager shall inspect the work locations in accordance with the quality control form, alone or together with the Contractor, depending on what the manager agreed to. The manager is fully responsible for the inspection frequency. The manager shall give the Contractor the inspection results.

4.1.3 Non-compliant results

The Contractor shall be considered to be in default if the manager's quality control report shows results that do not meet the tolerance levels. If it is a first instance of default, the Contractor will be given a written notice from the manager stipulating the adjustments to be made in order to meet the tolerance levels. No penalty shall be applied. However, remedial work will have to be carried out within 48 hours. In the event that all the remedial work requested was not done properly within the time limit set, the Contractor will then receive a notice of non-compliance by email or fax from the manager indicating the type of penalty that will be applied to the current month's bill. In addition, the Contractor will have to correct the faults within 48 hours.

4.2 STANDARDS DEFINITION

The manager and the Contractor undertake to base the quality assessment on the standardized directions in force.

4.2.1 Floor maintenance

- Sweeping or dusting with a mop and removing stains.
- There must not be any dirt or waste left in the corners, behind or under the radiators, under the furniture or behind doors.
- Floors must not be covered with a layer of dust.
- The swept areas must be free of dust, residue, and stains (calcium, coffee, soft drinks, shoe prints, etc.).
- Cleaning the grooves (foot grilles, door sills, etc.)

4.2.2 Wet and damp mopping

- All mopped areas must be clean and free of stains, loose strands, and mop streaks.
- There must not be any traces of water or splashes on the walls, baseboards, and other surfaces.
- There must not be any water or other cleaning liquids under the legs of the furniture or the metal filing cabinets.
- Boot mats must be washed at the same time.

4.2.3 Floor stain removal

- Remove all stains, dirt and residue from the surfaces (calcium, coffee, soft drinks, shoe prints, etc.).
- All the stains that resist normal cleaning procedures must be removed with an appropriate stain remover. The manufacturer's recommended techniques must be followed. The products used must not alter the surface finishes.

4.2.4 **Spray buffing**

There must not be any dust or dirt on the floors.

- There must not be any marks or streaks caused by excessive buffing.
- The floor must look clean.
- The baseboards, equipment, and furniture must not have splashes caused by spraying.
- Boot trays must be washed at the same time.

4.2.5 Finish (applying floor finishes)

- There must be no loose strands on the floor.
- The floor must be clean and shiny, including the corners and under the furniture.
- There must not be any splashes on the walls, baseboards, the furniture, and other surfaces.
- Furniture has to be put back into place once the work has been completed.
- At least three coats of wax must be applied.

4.2.6 Vacuuming

- The rugs and the carpets must be clean and free of dust, dirt, stains or other debris.
- Mats must be dust- and dirt-free.
- The areas of floors directly under the edges of the carpets must be dust- and dirt-free.
- The floors around the carpets must be clean. There must not be any dirt left in the corners, under the furniture or behind doors.

4.2.7 Miscellaneous

- Chairs, wastepaper baskets, or other items must not be placed on desks or tables during cleaning.
- Furniture and equipment must be put back in their original positions.

4.2.8 **Walls**

• There must be no dirt, grime or other marks on the walls.

4.2.9 Glass doors and glass panels

- There must not be any streaks or smears on the windows, and all frames must be clean.
- There must not be any water on the sills or the edges.

4.2.10 Polishing metal surfaces

• The push bars, protective plates, railings, doors and other metallic surfaces must be clean and polished.

4.2.11 Trash collection

- Wastepaper baskets and trash cans must be emptied and the insides cleaned.
- Garbage bags must be replaced. The outside surfaces must be clean.

4.2.12 **Dusting**

- Dust and clean the desks and the rest of the office furniture.
- Remove the dust and dirt found on chairs and couches with a vacuum cleaner.
- Use a rag to wipe off the glass desktops and tabletops.
- Dust all the engravings, plaques, horizontal and other surfaces.
- Dust and clean the radiators, window sills, door sills, frames, blinds, baseboards and partition edges.
- Dust the air vents.

4.2.13 Removing stains

• The walls, doors, frames, and glass partitions must be spotless.

4.2.14 **Wet wiping**

• Mirrors and glass objects must be wiped clean with a damp cloth.

4.2.15 Washrooms, bathrooms and showers

Waste collection

 The wastepaper baskets and garbage cans must be emptied, the garbage bags must be replaced as needed, and the inside and outside surfaces must be properly wiped clean.

Provisions

All dispensers must be refilled.

Sanitary equipment

- Sinks and exposed pipes must be free of dust, traces of dirt, and stains.
- Flush handles, toilet seats, tanks and urinals must be thoroughly cleaned.
- Plumbing accessories and counters must be spotless and without soap buildup, dust, or mould.

Dispensers, walls, toilet stall partitions, doors, shelves, mirrors, and window sills

- All dispensers, shelves, edges, and shelf brackets must be free of prints, dust, and stains.
- All mirrors must be clean.
- The walls, toilet stall partitions, and doors must be free of dust, prints, graffiti, and traces of mops. In addition, connections must be mould-free.

4.2.16 Floors

 Floors must be maintained in accordance with the descriptions in the sections entitled "Floor maintenance" and "Disinfecting areas in which diseases can spread."

Cleaning and polishing

- Glass, wood and metal surfaces must be clean, dirt-free and without marks.
- Walls must be without marks up to eye level.
- Frames, windows, and adjacent surfaces must be dust-free.

4.2.17 Fans and diffusers

- Fans and diffusers must be dusted.
- The fan frames must be properly cleaned.

4.2.18 Exhaust fan

• The fan wall surface must be dust-free.

4.2.19 Wall-ceiling junction

• There must be no spider webs at the wall-ceiling junctions.

4.2.20 Cleaning windows, partitions, and glass panels

- Frames, sills and edges must be clean and without marks.
- Items moved during cleaning must be put back in place.

4.2.21 Storage area

- All the floors must be clean.
- All appliances and walls must be dust-free and spotless.
- Mop buckets and carts must be emptied, cleaned, and odourless.
- There must not be any paper, waste, or wastebaskets in the room reserved for storing equipment and products.

4.2.22 Disinfecting areas in which diseases can spread

Areas such as, but not limited to bathrooms, showers, and lockers must be well-treated hygienically by cleaning and disinfecting them with a germicidal detergent. The floors, walls, shower curtains, soap holders, floor grill drainage tiles and non-slip mats must be free of soap, debris, residues and any other dirt. A disinfecting solution shall be poured down the floor drains to control odours and the bacteria that develop there.



5. SPECIAL CONDITIONS

5.1 QUALIFIERS

The technical specifications are to be considered as merely a basic amount of information for ensuring cleanliness of the premises. The tasks and the frequency of their execution define the required quality of the work.

Notwithstanding the specifications and the task frequency, the Contractor is responsible for maintaining all the premises in a state of cleanliness in accordance with current standards. The Contractor shall modify the work routes according to the seasons and in the event of sector reorganization. During such reorganization, a reduction in the amount of work could be expected; however, after the reorganization, extra work may have to be done to thoroughly clean the premises prior to staff moving in.

Except if an exceptional situation arises, no payment will be made for temporary extra work (due to reorganization, construction, repairs).

5.2 WORK SCHEDULES, ATTENDANCE, AND TIME SHEETS

If the manager so requires, the Contractor with five days' notice shall change the contractor employee work schedule and shifts.

Each Contractor employee shall sign the daily attendance sheet upon entering and leaving the building.

Any Contractor employee who leaves the work site for any reason whatever must sign the attendance sheet, indicating the departure time. The employee has to sign the sheet again if returning to work.

5.3 WORK FOLLOW-UP

The Contractor shall carry out, with the manager, any inspection that the latter has requested.

5.4 CHECKING DOORS, WINDOWS AND FAUCETS

At all times the Contractor shall take the necessary measures to ensure no door or window remains open or unlocked when the contractor employee is absent (unless the manager expressly makes an exception). The Contractor must respect all directives given by the manager.

5.5 WASTE

5.5.1 Non-recyclable waste

The Contractor must collect and take all non-recyclable waste to the waste management centre decided on by the manager. As far as the collection and disposal of services' waste is concerned, it is the Contractor's responsibility to check with the services concerned and comply with their schedules.

5.5.2 Recyclable waste

The Contractor must empty all the recycling containers daily, and take the recyclable waste to the locations specified by the manager.

5.6 CLEANING PRODUCTS, SANITARY PROVISIONS, AND GARBAGE BAGS

5.6.1 Cleaning products

The Contractor must use the materials and products that good cleaning procedures necessitate.

The Contractor shall supply the maintenance products and the workforce needed to do cleaning and maintenance. CSC will provide cleaning supplies and cleaning equipment will be available to the Contractor in each area, as well as toilet paper, brown paper, garbage bags, hand soap for the dispensers will be supplied by CSC.

All cleaning product containers must be individually labelled.

5.6.1.1 Prohibited uses.

No acid product may be used unless authorized by the manager.

5.6.1.2 Cleaning products-related regulations and legislation

 The Contractor must comply with internal and governmental legislation and regulations governing occupational health and safety. Each product used or stored on the premises must be clearly identified and have its own material safety data sheet. The Contractor must ensure that all contractor employees have received occupational health and safety training in order to satisfy the WHMIS-related requirements

ANNEX B - PROPOSED BASIS OF PAYMENT

The following basis of payment will apply to any call-up issued against this Standing Offer.

1.0 Services Provided with a Fixed Time Rate to a Maximum Price:

For services requested by Canada, Canada will pay the Contractor up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive monthly rate for the Firm Part and firm all-inclusive hourly rate for the Variable Part – on call - set in this Annex, Applicable Taxes extra.

FIRM PART: FROM THE DATE OF CONTRACT AWARD TO MARCH 31st, 2024

	- FIRM PART S SERVICES			
The Contractor shall do the cleaning maintenance in the following sectors TWO (3) times a week (Thursdays and Fridays) Main entrance, MCCP, Administration area (basement), restricted movement area,				
filtration plant, water treatment plant and M-2 Buil	• • • • • • • • • • • • • • • • • • • •			
The Contractor shall do the cleaning maintenance in the following sectors TWO (2) times a week (Saturdays				
and Sundays) Main entrance, MCCP, Administration area (basement and ground floor), restricted				
movement area, filtration plant, water treatment pl	ant and M-2 Building.			
\$ MONTHLY	\$ ANNUAL TOTAL			
SECTION B – VARIABLE PART (ON CALL)				
CLEANING SERVICES				
Cleaning services set out in the work description ON CALL Firing range and Tower no. 4				
10 HOURS APPROX. PER YEAR.	\$/ HOUR			

Fees and Expenses:

ONLY services billed at the rates submitted above will be paid. The rates submitted include ALL that is necessary for the performance of the work, in accordance with the expected services and described in Annex A, Statement of Work. This includes, but is not limited to: administration fees and expenses, profit, labor time and travel and living expenses, products and equipment and / or any other costs necessary for the these services.

Firm hourly rate:

Hourly rates apply to productive work time on site. Hourly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

Firm monthly rate:

Monthly rates apply to productive work time on site. Monthly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

2.0 Options to Extend the Standing Offer Period

Subject to the exercise of the option to extend the Standing Offer period in accordance with Article <a href="exercise-standing-s

OPTION #1: APRIL 1st, 2024 TO MARCH 31st, 2025

SECTION A – FIRM PART CLEANING SERVICES				
The Contractor shall do the cleaning maintenance in the following sectors TWO (3) times a week (Thursdays and Fridays) Main entrance, MCCP, Administration area (basement), restricted movement area,				
filtration plant, water treatment plant and M-2 Buil	ding.			
The Contractor shall do the cleaning maintenance in the following sectors TWO (2) times a week (Saturdays				
and Sundays) Main entrance, MCCP, Administration area (basement and ground floor), restricted				
movement area, filtration plant, water treatment plant and M-2 Building.				
\$ MONTHLY	\$ANNUAL TOTAL			
SECTION B - VARIABLE PART (ON CALL)				
CLEANING SERVICES				
Cleaning services set out in the work description ON (Firing range and Tower no. 4	CALL			
10 HOURS APPROX. PER YEAR.	\$/ HOUR			
one and Evnonene:	<u> </u>			

ONLY services billed at the rates submitted above will be paid. The rates submitted include ALL that is necessary for the performance of the work, in accordance with the expected services and described in Annex A, Statement of Work. This includes, but is not limited to: administration fees and expenses, profit, labor time and travel and living expenses, products and equipment and / or any other costs necessary for the these services.

Firm hourly rate:

Hourly rates apply to productive work time on site. Hourly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

Firm monthly rate:

Monthly rates apply to productive work time on site. Monthly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

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PTION #2: April 1 st , 2025 TO March 31 st , 2026				
SECTION A – FIRM PART CLEANING SERVICES				
The Contractor shall do the cleaning maintenance in the following sectors TWO (3) times a week (Thursdays and Fridays) Main entrance , MCCP , Administration area (basement) , restricted movement area , filtration plant , water treatment plant and M-2 Building .				
The Contractor shall do the cleaning maintenance in the following sectors TWO (2) times a week (Saturdays and Sundays) Main entrance, MCCP, Administration area (basement and ground floor), restricted movement area, filtration plant, water treatment plant and M-2 Building.				
\$ MONTHLY	\$ ANNUAL TOTAL			
SECTION B - VARIABLE PART (ON CALL) CLEANING SERVICES				
Cleaning services set out in the work description ON CALL Firing range and Tower no. 4				
10 HOURS APPROX. PER YEAR.	\$/ HOUR			

Fees and Expenses:

ONLY services billed at the rates submitted above will be paid. The rates submitted include ALL that is necessary for the performance of the work, in accordance with the expected services and described in Annex A, Statement of Work. This includes, but is not limited to: administration fees and expenses, profit, labor time and travel and living expenses, products and equipment and / or any other costs necessary for the these services.

Firm hourly rate:

Hourly rates apply to productive work time on site. Hourly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

Firm monthly rate:

Monthly rates apply to productive work time on site. Monthly rates do not apply to travel times, meal times and breaks. No surplus will be paid for travel time to get to the site, or to move from one site to another. In other words, the time paid will be calculated from the time of arrival authorized on the site until the time of actual end of the work.

3.0 Applicable Taxes

- (a) All prices and amounts of money in the Standing Offer are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$ <To Be Inserted at Standing Offer Award> are included in the total estimated cost shown on page 1 of this Standing Offer. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes or due.

4.0 Electronic Payment of Invoices - Offer

Canada requests that Offerors complet	te option 1 or 2 below:
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1. () I	Electronic Payment Instruments will be accepted for payment of invoices.
() Mas	llowing Electronic Payment Instrument(s) are accepted: sterCard Acquisition Card; ect Deposit (Domestic and International);
2. () I	Electronic Payment Instruments will not be accepted for payment of invoices

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

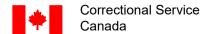
Government Gouvernement of Canada du Canada

DSD-QUE5261 Contract Number / Numéro du contrat 21301-24-4310585 Security Classification / Classification de sécurité Unclassified

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Request for a Standing Offer number: 21301-24-4310585

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Contract Number / Numéro du contrat 21301-24-4310585 Unclassified Security Classification / Classification de sécurité

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16. Procurement Officer / Agent d'approvisionnement	Yes Oui
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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ANNEX D - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by 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)
 - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX E - EVALUATION CRITERIA

1.0 Technical Evaluation:

- 1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.
 - Mandatory Technical Criteria

It is <u>imperative</u> that the offer <u>address each of these criteria</u> to demonstrate that the requirements are met.

- 1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.
- 1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
- 1.4 Experience must be demonstrated through a history of past projects, either completed or ongoing.
- 1.5 References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a Public Servant, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency as a consultant, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
 - III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from the start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – Cleaning Services – La Macaza Institution

#	Mandatory Technical Criteria	Offeror Response (include location in offer)	Met/Not Met
M1	The Contractor shall demonstrate that it has a minimum of <i>two (2) consecutive years</i> of experience in Commercial Cleaning Services.		
	Please provide the name of the references and their information on submission of the bid.		
	Canada reserves the right to request references to confirm the validity of the information provided.		

ANNEX F CONTRACT SECURITY PROGRAM

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

Instructions for completing the Application for Registration (AFR)

Privacy notice for Canadian entities registering in the CSP

Part of the information collected in this form includes personal information which is collected under the authority of subsection 7(1) of the *Financial Administration Act* and is mandatory in accordance with Treasury Board's *Policy on Government Security and Standard on Security Screening* for the purposes of security assessment and registration in the Contract Security Program (CSP) of Public Services and Procurement Canada (PSPC). The personal information will be used to assess your eligibility to hold a security status or security clearance and for your organization to be registered in the Contract Security Program. The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and / or investigation in accordance with the Policy on *Government Security* and *Standard on Security Screening*. Additionally, the information may be disclosed to and used by other federal institutions that may require this information as part of their functions or investigation under Canadian Law or to the industrial security programs of foreign governments (with which Canada has bilateral security instruments) for foreign assurances.

Personal information is protected, used and disclosed in accordance with the Privacy Act and is described in the Info Source under the Personal Information Bank PWGSC PPU 015 (Access to information and privacy - PSPC (tpsgc-pwgsc.gc.ca) and the TBS standard personal information bank Personal Security Screening PSU 917 (Standard personal information banks - Canada.ca). Under the *Privacy Act*, you have the right to access and correct your personal information, if erroneous or incomplete. The personal information from paper sources that accompanies an organization registration is retained for two years after the last administrative action, and then destroyed. The personal information from paper sources that accompanies a foreign ownership, control, or influence assessments is kept for two years, and then destroyed if there are no changes to the organization that are reported to the foreign ownership, control, or influence evaluation office during this period. The personal information from paper sources that accompanies the personnel security screening process or foreign assurance process will be retained for a minimum period of two years after the last administrative action, and then destroyed. The Contract Security Program's retention period and disposal standards of personal information in electronic format may vary from the above retention period.

If you have concerns or require clarification about this privacy notice, you can contact PSPC's Access to Information and Privacy Directorate by email at TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the Office of the Privacy Commissioner of Canada.

General Instructions:

- This form is used for registering Canadian legal entities ONLY. The CSP does not register foreign based organizations. <u>ALL</u>
 Foreign based firms must contact the <u>International Industrial Security Directorate (IISD)</u> for more information on the security screening process. Canadian subsidiaries of foreign based firms may be eligible to register with the CSP.
- This form and all supporting documentation requested must be provided in English or French
- In any instance where this form does not allow enough space for a complete answer, please include additional pages or rows to the table as required.

For organizations that do not yet have a clearance, refusal to provide required information, the provision of a false statement, misleading information, concealment or failure to disclose of any material fact on this application will result in the CSP not granting, or upgrading, a security clearance.

In the case of already cleared organizations; a denial or revocation of your organization's existing security clearance may occur and any personnel reliability statuses and/or personnel security clearances issued to your organization will be administratively closed out along with the organization's clearance with the Contract Security Program. This will immediately prohibit your eligibility to perform work on contracts requiring organization security clearances.

Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the countryof jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial orterritorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- Type of Organization All required documentation in relation to the type of organization must be provided
 - o Corporation refers to an entity having authority under the law to act as a single person distinct from the shareholders



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Provide the following information to substantiate this "Type of Organization" selection:

Stock exchange identifier (if applicable);

whoown it and having rights to issue stock and exist indefinitely.

- Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
- Ownership structure chart is mandatory
- Partnership refers to an association or relationship between two or more individuals, corporations, trusts, or partnershipsthat join together to carry on a trade or business.

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status, ie. partnership agreement;
- Provincial partnership name registration (if applicable);
- Ownership structure chart
- o Sole proprietor refers to the owner of a business who acts alone and has no partners.

Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registrationdocument

o Other (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)

Provide the following information to substantiate this "Type of Organization" selection:

- Evidence of legal status such as acts, charters, bands, etc.
- Ownership structure chart and management structure chart
- Principal place of business must be where the business is physically located and operating in Canada.
 Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not beaccepted.
- Self-identify as a diverse supplier: Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, IndigenousPeoples, persons with disabilities and visible minorities.

Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address(site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- · Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
 - o an employee of the organization;
 - o physically located in Canada;
 - o a Canadian citizen*; and
 - o security screened at the same level as the organization (in some cases alternates may require a different level).
 - *Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.

Section C - Officers

- Your organization must list <u>all</u> the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. Amanagement structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remaineven though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of astate or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section D - Board of Directors

• List all members of your organization's board of directors. Indicate all board titles including the chairperson if there is one.

Addadditional rows to the section or on a separate page if required.

- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remaineven though currently residing elsewhere.
- Citizenship refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of astate or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
 - o Direct (or registered) ownership are all owners who hold legal title to a property or asset in that owner's name.
 - o **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstandingshares measured by fair market value.
 - o Parent company refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms orcompanies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

• Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standingoffers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

Section G - Certification and Consent

• Only an officer identified in Section C may complete this section.

APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

NOTE:

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION	SECTION A - BUSINESS INFORMATION					
1. Legal name of the organization						
2. Business or trade name (if different from legal name)						
3. Type of organization - Indicate the type of organization and only)	provide the required validation documentation (select one					
Sole proprietor						
Partnership						
Corporation						
Private						
Public						
Other (specify)						
4. Provide a brief description of your organization's general busine	ss activities.					
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)					
7. Business civic address (head office)						
8. Principal place of business (if not at head office)						
Mailing address (if different from business civic address)						
9. Mailing address (ii different from pusiness civic address)						
10. Organization website (if applicable)						
11. Telephone number	12. Facsimile number					
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/ classified information/assets/sites					



SECTION B -SECURITY OFFICERS

Please identify all se site number for each Add additional rows	ACSO a	nd the correspo	onding add	ress for each	site belo	w.	pability identify the
Position title	Site #	Surname	-	Given name	<u></u>		the CSP will send
Company security officer (CSO)							
Alternate company security officer (ACSO)							
ACSO (if applicable)							
ACSO (if applicable)							
ACSO (if applicable)							
For Document Safeg	uarding	Capability ONI	Y:				
00 - Address will be prin	cipal plac	e of business					
01 - Site address:							
02 - Site address:							
SECTION C - OFFICE Add additional rows reporting structures Position title - within you	or attac	chments as ne		nclude mana	gement		rt demonstrating Country of primary
organization						,	residence/National domicile
SECTION D - LIST O							
Add additional rows					Low	11. ()	
Position title	Surnar	ne	Given na	me	Citizen	ship(s)	Country of primary residence/National

Position title	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Ownership - Level 1 (Direct Parent)

Name of organization

or individual

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include <u>all</u> levels of ownership from direct to ultimate.

Note: The organization structure chart with percentages of ownership must be included with your submission

SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

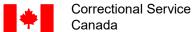
Address			
Type of entity (e.g. private or public corporation, state- bwned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of urisdiction or citizenship			
SECTION E-2 - OW	/NERSHIP LEVEL 2		
If there is any additio please indicate N/A (r	nal ownership for the names listed in not applicable).	the previous section (E-1) please pro	vide the information below. If not,
Ownership of entries	listed in E-1 (Level 2)		
Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange dentifier (if applicable)			
Facility security clearance (FSC) ves/no			
quest for a Standing Offe	er number: 21301-24-4310585		Page 51 of 54

Percentage of ownership						
Country of jurisdiction or citizenship						
SECTION E-3 - OW	VNERSHI	P LEVEL 3				
If there is any addition please indicate N/A (r		ship for the names listed in ble).	the previous	section (E-2) please pro	ovide the informa	ation below. If not,
Ownership of entries	listed in E-	2 (Level 3)				
Name of intermediary ownership from E-2						
Name of organization or individual						
Address						
Type of entity (e.g. private or public corporation, stateowned)						
Stock exchange identifier (if applicable)						
Facility security clearance (FSC) yes/no						
Percentage of ownership						
Country of jurisdiction or citizenship						
		ON (FOR RENEWING O	RGANIZATIO	ONS)		
Please provide all cur arrangements, standi		rement rationales that hav etc.	e security rec	quirements - i.e. contrac	ts, leases, RFP,	RFI, ITQ, supply
Contract, lease, SA, SO, etc. number		Client / contracting authority		Security Type & level		Expiry date (dd-mm-yyyy)

SECTION ${\sf G}$ - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.

Surname	Given name
Position title	Telephone number (include extension number if any)
Position title	relephone number (include extension number if any)
Facsimile number	Email address
C: 1	
Signature	Date (dd-mm-yyyy)
FOR USE BY THE PSPC'S CONTRACT SECURIT	TY PROGRAM
Recommendations	
Recommended by e-signature	Approved by e-signature



TITLE:

ANNEX G - MANDATORY BIDDERS' CONFENRENCE FORM

Request for a Standing Offer number: 21301-24-4310585

INSTITUTION:	La Macaza - 321, de l'Aéro	La Macaza - 321, de l'Aéroport Road, La Macaza, Quebec J0T 1R0			
DATE OF VISIT/CONFERENCE	CE: March 2 nd , 2023 – 9:30 a	March 2 nd , 2023 – 9:30 a.m.			
Bid number :	21301-23-4310585	21301-23-4310585			
answered. It is mandatory that bi	dders who intend to submit a bid att	viewed during the conference and que end or send a representative. e at the mandatory visit before Febr			
Name of the representative in print letters	Name of the company in print letters	Contractor's signature			
1. 2.					
3.			_		
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
Person responsible for the	Conference				
Date:					

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Cleaning Services