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Amd. No. - N° de la modif.

File No. - N° du dossier

1000504023

Buyer ID - Id de l'acheteur

KAPAYNTE

CCC No./N° CCC - FMS No./N° VME

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Veterans Affairs Canada Anciens Combattants Canada Procurement & Contracting Gestion des acquisitions, de marchés et des biens

Attn: Lynn Paulin

lynn.paulin@veterans.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Veterans Affairs Canada

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

Instructions: See Herein

Proposition aux: Anciens Combattants Canada

Comments

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

Instructions : Voir aux présentes

Commentaires

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Veterans Affairs Canada Procurement & Contracting

Title – Sujet Office Cleaning Services Solicitation No. - N° de l'invitation **Date** 3000771554 27 February 2024 GETS Reference No. - N° de reference de SEAG CCC No. / N° CCC - FMS No. / N° VME File No. – N° de dossier 1000504023 Time Zone Fuseau horaire Solicitation Closes - L'invitation prend fin Eastern Daylight 13:00 EDT at – à Time on - le 26 March 2024 EDT F.O.B. - F.A.B. Plant-Usine: Destination: Other-Autre: Address Inquiries to : - Adresser toutes Buver Id - Id de questions à: Lynn Paulin l'acheteur **KAPAYNTE** Telephone No. – N° de téléphone : FAX No. - N° de (782) 377-4105 Destination - of Goods, Services, and Construction: Destination - des biens, services et construction : See Herein

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée				
See Herein					
Voir aux présentes					
Vendor/firm Name and address					

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date

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PART 1 - GENERAL INFORMATION

1.0 Summary

- 1.0.1 Veterans Affairs Canada (VAC) requires the services of a cleaning company to provide daily and ad hoc cleaning services at the Borden, ON Transition Centre.
- 1.0.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.0.3 There is an optional site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 Bidder Instructions.

1.1 Security Requirements

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

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

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PART 2 - BIDDER INSTRUCTIONS

Standard Instructions, Clauses and Conditions 2.1

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Lynn Paulin by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, mail, and Canada Post Corporation's (CPC) Connect service will not be accepted.

Former Public Servant 2.3

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

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If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Veterans Affairs Canada, Borden TC, Building 0-125, Suite 119, 73 Coronel Road, Borden, ON, L0M 1C0 on 19 March 2024. The site visit will begin at 13:00 EDT, in Suite 119.

Personnel security screening is required prior to gaining authorized access to PROTECTED information, assets, or sites. The Bidder's Company Security Officer (CSO) must ensure that their representative(s) hold a valid security clearance at the required level for the site visit. Failure to comply with the security requirements will result in the representative(s) being denied access to the site.

Bidders must communicate with the Contracting Authority no later than 14:00 EDT 13 March 2024 to confirm attendance and provide the name(s) of the person(s) holding a valid security clearance at the required level, who will attend. Bidders who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance sheet. No alternative appointment will be given to bidders who do not attend or do not send a representative. Bidders who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Bid Challenge and Recourse Mechanisms

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

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2.8 Office of the Procurement Ombudsman

The OPO was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact the OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Megulations or visit the Office of the Procurement Ombudsman website.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, mail, and CPC Connect service will not be accepted.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In order to assist Canada in meeting the objectives of the <u>Policy on Green Procurement</u> when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs, spiral binding or binders, and must not contain any single-use plastics.

Canada is committed to achieving <u>net zero greenhouse gas (GHG) emissions by 2050</u> in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - o Canada's Net-Zero Challenge;
 - o the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - o the International Organization for Standardization:
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the template at Annex B-Basis of Payment.

Section III: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

M1: The Bidder must possess at least one (1) year of experience in providing commercial cleaning the last five (5) years from the bid closing date on projects of similar size and scope to the requirements identified in Annex A, Statement of Work.

A scope of similar size and scope is defined as follows:

- a. Minimum duration of twelve consecutive months;
- b. A commercial space of similar type and use (i.e. office space, public building etc.)

4.2 Basis of Selection

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

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Cleaning Personnel

5.2.2.1 The Bidder must certify that all cleaning personnel who will provide services under this contract have a minimum of 1 year of experience in office cleaning and general cleaning service provision.

5.2.2 Integrity Provisions – Required Documentation

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

5.2.3 Security Requirements – Required Documentation

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

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

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply to and form part of the Contract.
 - 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).
 - The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
 - 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).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award - March 31, 2025 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lynn Paulin

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Title: Procurement & Contracting Officer Veterans Affairs Canada

Telephone: 782-377-4105

E-mail address: lynn.paulin@veterans.gc.ca

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

6.5.2 Project Authority

Name: Title: Organization: Address:		
Telephone: Facsimile: F-mail address:		

The Project Authority for the Contract is: (To be completed at contract award)

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

6.5.3 Contractor's Representative (To be completed at contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in in Annex B for a cost of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Terms of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for the 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 delivered has been accepted by Canada.

6.7.3 Electronic Payment of Invoices – Contract

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

a. Direct Deposit (Domestic and International);

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6.7.4 T1204 - Direct Request by a Customer Department

- Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), Payments made by departments and agencies to contractors under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 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.
- 2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- a) the Articles of Agreement;
- the supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- c) the general conditions 2010C (2022-12-01) General Conditions Services (Medium Complexity);
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Security Requirements Check List;
- g) Annex "D", Application for Registration (AFR);
- h) the Contractor's bid dated _____ (To be inserted at contract award)

6.12 Dispute Resolution

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

12.1 Dispute Resolution Services - Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution

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process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

6.13 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

6.14 Insurance - No specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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ANNEX A

STATEMENT OF WORK

OFFICE CLEANING SERVICES

Background

Veterans Affairs Canada (VAC) occupies office space in the Transition Centre (TC) office located at CFB Borden, Ontario.
 The office requires daily cleaning, from Monday to Friday each week.

Scope of Work

There are 5 individual rooms to be cleaned (3 large offices, 1 office + 1 interview room), which are all located on either side of a common corridor on the ground floor (of the same building).

- 2 Rooms are approx. 16' x 20' (4 desks in each)
- 1 room is approx. 19' x 20' (with 4 desks)
- 1 room is approx. 10' x 20' (with 1 desk)
- o 1 room is approx. 8' x 20' (with 1 desk)

Materials

- The Contractor must provide all cleaning supplies and equipment.
 - Supplies include but are not limited to all required cleaning materials, liquid disinfectants, garbage/waste bags, etc.
- Equipment includes vacuum(s), steam cleaner(s), brooms, mops, cloths, etc.
- All cleaning supplies must be scent free and environmentally friendly.

Daily cleaning tasks:

- o Garbage removal waste receptacles emptied and cleaned
- Vacuum of carpet floor
- Dusting of desk surfaces (cleaner will work around and not move personal items, documents, keyboard/mouse, etc.)
- o Dusting and spot cleaning of walls/baseboards and workstation baffles, as required
- o Dusting of window sills
- Spot cleaning of windows, as required

Additional cleaning tasks:

- Dusting of window blinds once every 2 months
- Deep steam clean of high traffic carpet areas once every 6 months
- o Cleaning of windows, inside and outside once per year

Constraints

- The Contractor must never put furniture, chairs and waste bins and other items on the desks, tables or any other piece of furniture during cleaning activities.
- The Project Authority will, at all times, have the discretion of accepting or rejecting any product, material, supply
 item or equipment used by the Contractor as well as requesting specific products, materials or equipment to be
 used by the Contractor.
- A list of materials to be used shall be submitted to the Project Authority or designated VAC representative for approval prior to use. Cleaning products must be clearly indicated and the safety data sheets must be present at the product's location of storage.

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• The Contractor must provide training to all personnel assigned to the performance of the work under the Contract including proper handling, use and disposal of all cleaning products including sanitizers, disinfectants, etc.

 The Contractor must ensure that all cleaning products used in the workplace are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS)

Training

All cleaning personnel must have all the mandatory training for all tools and equipment used to complete the work.

Waste Management

Waste collection and removal services, for each building, shall be performed according to the Project Authority instructions and in accordance with the policy and local waste management practices and, in accordance with the local recycling program.

Schedule

- Time of cleaning work is Monday to Friday, between 7 8am Eastern. Contractor is to coordinate and confirm arrangement with VAC's office representative (staff on site).
- At times of office closure due to inclement weather, VAC's office representative (staff on site) will contact the Contractor to advise
- The Contractor will not be required to provide cleaning services on Statutory and Federal Government Holidays.

Location

Veterans Affairs Canada Borden TC Building 0-125, Suite 119 73 Coronel Road Borden, ON L0M 1C0

Personal Protection Equipment

The Contractor must work according to safety protocols and provide their own personal protection equipment (PPE).

Ownership of Information

The Contractor must ensure that all records which are collected, used, processed, handled, stored, and created for the purposes of fulfilling the requirements of the contract, regardless of the format, remain under the ownership and control of Veterans Affairs Canada (VAC).

The Contractor acknowledges that all records belonging to VAC are managed in accordance with all applicable Government of Canada legislation.

Upon delivery of the final requirements of the contract, the Contractor will ensure that all information belonging to VAC is transferred or disposed of, following a process approved by the Project Authority and VAC Information Management.

Non-Disclosure of Veterans Affairs Canada Information

The Contractor agrees that all information, created or used to fulfill the requirements of this contract, remains under the ownership and control of Veterans Affairs Canada (VAC). The Contractor will not disclose information belonging to VAC to any third party (this includes any generative AI tool) for any reason or purpose whatsoever. This applies to both during and after the contract period.

Handling of Personal Information

The Contractor acknowledges that Veterans Affairs Canada is bound by the Privacy Act with respect to the protection of personal information as defined in the 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 collect, use, copy, disclose, dispose of or destroy such personal information except in accordance with the Privacy Act and the delivery provisions of the contract.

Requests for Information

Should the Contractor receive a request for information from a third party the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

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Access to Information

Records created by the Contractor, and under the control of Veterans Affairs Canada (VAC), are subject to the Access to Information (ATI) Act. The Contractor acknowledges the responsibilities of VAC under the ATI Act and must assist VAC in discharging these responsibilities.

Notification of Non-Compliance or Breach of Privacy and Security

The Contractor shall notify, in writing, the Project Authority, Veterans Affairs Canada and the Contracting Authority immediately of any reason it does not comply with the Privacy and Security provisions of the Contract in any respect. The Contractor shall promptly notify the Project Authority of the particulars of the non-compliance and what steps it proposes to take to address, or prevent recurrence of the non-compliance.

The Contractor shall notify the Project Authority immediately when it becomes aware of an occurrence of breach of privacy or of the security requirements of the Contract. This includes but is not limited to:

- a) unauthorized access to or modification of the personal information in its custody
- b) unauthorized use of the personal information in its custody
- c) unauthorized disclosure of the personal information in its custody
- d) A breach of privacy or security with respect to personal information in its custody or with respect to any computer system in its custody and that may be used to access personal information.

The Contractor shall work with the Department to achieve resolution and compliance with Government of Canada privacy and security requirements.

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ANNEX B

BASIS OF PAYMENT

The Contractor will be paid for the Work performed as per the all-inclusive rates below: (To be completed at contract award)

Initial Service Period: Date of contract award – March 31st, 2025

Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Daily Cleaning Services		Lot/Month	12 months	
Subtotal				

Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Additional Cleaning Services		<u>.</u>	<u>.</u>	
Dusting of Window Blinds		Lot/Every two months	6	
Deep steam clean of high traffic carpeted areas		Lot/Every six months	2	
Window cleaning, inside and out		Lot/Annually	1	
Subtotal	•	•	•	

Option Period #1: April 1st. 2025 – March 31st. 2026

Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Daily Cleaning Services		Lot/Month	12 months	
Subtotal				

Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Additional Cleaning Services				
Dusting of Window Blinds		Lot/Every two months	6	
Deep steam clean of high traffic carpeted areas		Lot/Every six months	2	
Window cleaning, inside and out		Lot/Annually	1	
Subtotal				

Option Period #2: April 1st. 2026 – March 31st. 2027

Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Daily Cleaning Services		Lot/Month	12 months	
Subtotal				

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Description	a. Rate	Unit	b. Quantity	c. Total a. x b. = c.
Additional Cleaning Services			-	
Dusting of Window Blinds		Lot/Every two months	6	
Deep steam clean of high traffic carpeted areas		Lot/Every six months	2	
Window cleaning, inside and out		Lot/Annually	1	
Subtotal		·		

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

	Government	Gouvernement	Contract Number / Numéro du contrat
	of Canada	du Canada	3000771554
			Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE . Originating Government Department or Organization / Veterans Affairs Canada Ministère ou organisme gouvernemental d'origine Branch or Directorate / Direction générale ou Direction CFOCS . a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant 4. Brief Description of Work / Brève description du travail Cleaning contract (tender) for TC Borden, ON Request for Daily Office Cleaning a) Will the supplier require access to Controlled Goods?
 Le fournisseur aura-t-il accès à des marchandises contrôlées? No Non Yes Oui 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No Yes Non Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type d'accès requis 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? No Non Le fournisseur ainsi que les employés auront-lls accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

(Specify the level of access using the chart in Question 7. c)

(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to Oui V Qui PROTECTED and/or CLASSIFIED information or assets is permitted.

Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretten) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIES n'est pas autorisé.

6. c) Is this a commercial courier or delivery requirement with no overnight storage? Non Non Non S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Qui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès NATO / OTAN Foreign / Étranger 7. b) Release restrictions / Restrictions relatives à la diffusion All NATO countries No release restrictions Aucune restriction relative No release restrictions Tous les pays de l'OTAN Aucune restriction relative à la diffusion à la diffusion Not releasable À ne pas diffuse Restricted to: / Limité à : Restricted to: / Limité à : Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A NATO UNCLASSIFIED PROTÉGÉ A NATO NON CLASSIFIÉ PROTÉGÉ A PROTECTED B PROTECTED B NATO RESTRICTED PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÉGÉ B PROTECTED C NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET COSMIC TOP SECRET CONFIDENTIEL SECRET SECRET COSMIC TRÈS SECRET SECRET TOP SECRET TOP SECRET TRÈS SECRET TRÈS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

TRES SECRET (SIGINT)

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Government of Canada Gouvernement du Canada

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DART A (con	tinued) / PARTIE A (suite)										
8. Will the sup Le fournisse If Yes, indic Dans l'affirm	ASSIFIÉS?	No Yes Oui									
9. Will the sup Le fournisse	?	No Yes Non Oui									
	s) of material / Titre(s) abrégé(s) du ma Number / Numèro du document :	tériel :									
PART B - PER	RSONNEL (SUPPLIER) / PARTIE B - F										
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis											
\checkmark	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÈS SEC							
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET						
	SITE ACCESS ACCÈS AUX EMPLACEMENTS										
	Special comments: Commentaires spéciaux :										
40 5) 14	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux d screened personnel be used for portion	e contrôle de sécurité sont req		de la sécurité doit être f							
Du pers		No Yes Oui									
	vill unscreened personnel be escorted? affirmative, le personnel en question se				No Yes Non Oui						
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)											
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS											
11. a) Will the	11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?										
Le fourr	Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?										
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non											
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?											
PRODUCTIO	ON										
	production (manufacture, and/or repair ar	nd/or modification) of PROTECT	ED and/or CLASSIFIED materi	al or equipment	No Yes						
Les inst	occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ NonOu										
et/ou CL	ASSIFIÉ?										
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUI	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	(TI)							
	11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED No Yes										
Le fourn	information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTECES et/ou CLASSIFIÉS?										
_											
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Ves Qui gouvernementale?											
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*	Government of Canada	Gouvernement du Canada
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					SI	JMMARY	CHART /	TABLEAU R	RÉCAPITI	JLATIF						
Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO			COMSEC							
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IT Link / Lien électronique																
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12. b) Will the docu La documenta														7 [✓ Non	Yes Oui
If Yes, classif attachments (Dans l'affirma « Classification des pièces jo	e.g. ative on d	SEO , cla le sé	CRE Issif	T with Attach ier le présen	nments). t formulai	re en ind	iquant le niv	veau de sécu	rité dans	la case i	ntitul	ée				

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ANNEX D

APPLICATION FOR REGISTRATION